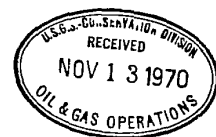
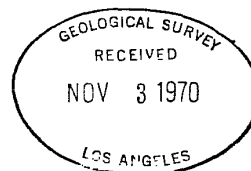


EXHIBIT B

Regional File

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA



CERTIFICATION-DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior under the Outer Continental Shelf Lands Act, approved August 7, 1953, 67 Stat. 462; 43 U.S.C. 1331 et seq., and delegated to the Regional Oil and Gas Supervisors of the Geological Survey (33 F.R. 5812, April 16, 1968), I do hereby:

- A. Approve the attached Agreement for the development and operation of the Santa Ynez Unit Area, Channel Islands Area, Outer Continental Shelf, Offshore California.
- B. Certify and determine that the unit plan of development and operation contemplated in the attached Agreement is in the interest of conservation.

DATED:

12 / 2, 1970

D.W. Solana

Regional Oil and Gas Supervisor
United States Geological Survey

Contract No. 14-08-0001-8979

TABLE OF CONTENTS

	<u>Page</u>
Recitals	1
Section 1 Enabling Act and Regulations	1
Section 2 Unit Area	1
Section 3 Unitized Land and Unitized Substances	2
Section 4 Unit Operator	3
Section 5 Accounting Provisions and Unit Operating Agreement	3
Section 6 Plan of Operations	4
Section 7 Participation	6
Section 8 Royalty and Allocation of Production	7
Section 9 Relinquishment of Leases	7
Section 10 Rentals and Minimum Royalties	7
Section 11 Automatic Contraction of Unit Area	8
Section 12 Leases and Contracts Conformed and Extended	9
Section 13 Effective Date and Term	10
Section 14 Appearances	10
Section 15 No Waiver of Certain Rights	11
Section 16 Unavoidable Delay	11
Section 17 Nondiscrimination	11
Section 18 Counterparts	11
Section 19 Subsequent Joinder	12
Section 20 Covenants with the Land	12

1 SANTA YNEZ UNIT AGREEMENT
2 CHANNEL ISLANDS AREA
3 OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA

4 This agreement, entered into as of [REDACTED]
5 by and between the parties subscribing, ratifying or consenting hereto, and
6 herein referred to as the "parties hereto,"

7 WITNESSETH:

8 Whereas wells have been drilled within the unit area which have
9 discovered oil and gas in paying quantities; and

10 Whereas the parties hereto are the owners of working, or other
11 interests in the oil and gas in the unit area which are subject to this agree-
12 ment; and

13 Whereas the Outer Continental Shelf Lands Act of August 7, 1953,
14 67 Stat. 462; 43 U.S.C. 1331 et seq., hereinafter referred to as the "Act",
15 authorizes the Secretary of the Interior, in the interest of conservation, to
16 provide for unitization, pooling, and drilling agreements; and

17 Whereas the parties hereto hold sufficient interest in the Santa Ynez
18 Unit area covering the land hereinafter described to give reasonable effective
19 control of operations therein; and

20 Whereas the parties hereto deem it in the interest of conservation to
21 unitize their interests in the unit area under the provisions of Section 5(a) (1)
22 of the Act with the consent of the Secretary of the Interior or his duly
23 authorized representative for the purpose of exploration, development, and
24 operation of their oil and gas leases;

25 NOW, THEREFORE, in consideration of the premise and promises
26 herein contained, the parties hereto commit their respective interests in
27 the below-defined Unit Area and agree among themselves as follows:

28 SECTION 1: ENABLING ACT AND REGULATIONS

29 The Act and all valid pertinent regulations are accepted and made a
30 part of this Agreement, insofar as such regulations are applicable hereto.

31 SECTION 2: UNIT AREA

32 The following described land as shown on the United States Official
33 Leasing Map for the Channel Islands Area, Map No. 6A, shall constitute the
34 Unit Area:

35 All of Blocks 52N 74W; 52N 75W; 52N 77W; 52N 78W; 52N 79W; 52N 80W;
36 53N 75W; 53N 76W; 53N 78W; 53N 79W;

37 N 1/2 Block 53N 77W; and

38 All those portions lying seaward of a line 3 geographical miles distant from
39 the coastline of California (as said coastline is defined in the Submerged

1 Lands Act of 1953) of Blocks 53N 72W; 53N 73W; 53N 74W; 53N 80W; 53N 81W;
2 54N 74W; 54N 75W; 54N 77W; 54N 78W; 54N 79W; and 54N 81W;
3 and containing 86,399.0 acres, more or less.

4 Exhibit "A", attached hereto and made a part hereof, is a map showing
5 the Unit Area, boundaries, and identity of the blocks and leases in said area
6 to the extent known to the Unit Operator. Exhibit "B", attached hereto and
7 made a part hereof, is a schedule showing, to the extent known to the Unit
8 Operator, the acreage and percentage and kind of ownership of oil and gas
9 interests in all land in the Unit Area. Exhibits "A" and "B" shall be revised
10 by the Unit Operator whenever changes render such revision necessary, and
11 four (4) copies shall be filed with the Oil and Gas Supervisor of the United
12 States Geological Survey, hereinafter referred to as "Supervisor."

13 The Unit Area as described above shall, when practicable, be expanded
14 to include therein any additional land deemed necessary or advisable to
15 conform with the purposes of this Agreement.

16 Such expansion shall be effected in the following manner:

17 (a) Unit Operator, on its own motion, after preliminary concurrence
18 of the Director of the United States Geological Survey, hereinafter referred
19 to as "Director", or on demand of the Director, shall prepare a notice of
20 proposed expansion describing the contemplated changes in the boundaries
21 of the unit area, the reasons therefor, and the proposed effective date
22 thereof, preferably the first day of a month subsequent to the date of
23 notice.

24 (b) Said notice shall be delivered to the Supervisor, and copies thereof
25 mailed to the last known address of each working interest owner, lessee,
26 and lessor whose interest is affected, advising that 30 days will be allowed
27 for submission to the Unit Operator of any objections.

28 (c) Upon expiration of the 30-day period provided in the preceding
29 item (b) hereof, Unit Operator shall file with the Supervisor evidence of
30 mailing of the notice of expansion and a copy of any objections thereto which
31 have been filed with the Unit Operator, together with an application, in
32 sufficient number, for approval of such expansion and with appropriate
33 joinders.

34 (d) After due consideration of all pertinent information, the expansion
35 shall, upon approval by the Supervisor, become effective as of the date
36 prescribed in the notice thereof.

37 SECTION 3: UNITIZED LAND AND UNITIZED SUBSTANCES

38 All land committed to this Agreement shall constitute land referred
39 to herein as "Unitized Land" or "Unitized Acreage." All oil and gas in or
40 produced from any and all formations of the Unitized Land are unitized
41 under the terms of this Agreement and herein are called "Unitized Substances."

1 SECTION 4: UNIT OPERATOR

2 Humble Oil & Refining Company, a Delaware corporation, is hereby
3 designated as Unit Operator and by signature hereto as Unit Operator agrees
4 and consents to accept the duties and obligations of Unit Operator, for the
5 discovery, development and production of Unitized Substances as herein pro-
6 vided. Whenever reference is made herein to Unit Operator, such reference
7 means the Unit Operator acting in that capacity and not as an owner of interest
8 in Unitized Substances, and the term "Working Interest Owner," when used
9 herein, shall include Unit Operator as the owner of a working interest when
10 such an interest is owned by it. A successor Unit Operator may be designated
11 by the owners of the working interests in Unitized Substances in accordance
12 with the Unit Operating Agreement referred to below, and four (4) executed
13 copies of the designation of successor Unit Operator shall be filed with the
14 Supervisor. Such designation shall not become effective until (a) a Unit
15 Operator so designated shall accept in writing the duties and responsibilities
16 of Unit Operator, and (b) the selection has been approved by the Supervisor.

17 If no successor Unit Operator is selected and qualified as herein
18 provided, the Director, at his election, may declare this Unit Agreement
19 terminated.

20 SECTION 5: ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT

21 Costs and expenses incurred by Unit Operator in conducting unit
22 operations shall be paid and apportioned among and borne by the owners of
23 working interests, all in accordance with the agreement or agreements
24 entered into by and between the Unit Operator and the owners of working
25 interests, whether one or more, separately or collectively. Any agreement
26 or agreements entered into between the working interest owners and the
27 Unit Operator as provided in this section, whether one or more, are herein
28 referred to as the "Unit Operating Agreement." Such Unit Operating
29 Agreement shall also provide the manner in which the working interest owners
30 shall be entitled to receive their respective proportionate and allocated
31 share of the benefits accruing hereto in conformity with their underlying
32 operating agreements, leases, or other contracts, and such other rights
33 and obligations as between Unit Operator and the working interest owners as
34 may be agreed upon by Unit Operator and the working interest owners; how-
35 ever, no such Unit Operating Agreement, or any amendments thereto, shall
36 be deemed either to modify any of the terms and conditions of this Unit
37 Agreement or to relieve the Unit Operator of any right or obligation
38 established under this Unit Agreement, and in case of any inconsistency or
39 conflict between this Unit Agreement and the Unit Operating Agreement, this
40 unit agreement shall govern. Three true copies of any Unit Operating
41 Agreement executed pursuant to this section should be filed with the Supervisor,
42 prior to approval of this Unit Agreement.

1 SECTION 6: PLANS OF OPERATIONS

2 Unit Operator agrees to drill or commence drilling five (5) exploratory
3 wells as its initial Plan of Operations at locations selected by Unit Operator
4 and approved by the Supervisor. Under said program, one well shall be
5 drilled on each of the following described parcels of land to respective depths
6 as shown:

7			Required Depth
8	<u>Description</u>	<u>Serial Number</u>	<u>(true vertical sub-sea)</u>
9	Block 52N 77W	OCS P-0182	9,500 feet
10	Portion of Block 53N 74W and	OCS P-0188	9,500 feet
11	Portion of Block 54N 74W		
12	N/2 Block 53N 75W and	OCS P-0189; or	
13	Portion of Block 54N 75W; or		10,000 feet
14	Block 53N 76W	OCS P-0191	
15	N/2 Block 53N 78W and	OCS P-0193; or	
16	Portion of Block 54N 78W; or		8,500 feet
17	S/2 Block 53N 78W	OCS P-0194	
18	Portion of Block 53N 79W and	OCS P-0195; or	
19	Portion of Block 54N 79W; or		8,000 feet
20	Portion of Block 53N 80W	OCS P-0196	

21 or to lesser respective depths at which the top of the Middle Miocene formation
22 is penetrated, unless Unitized Substances are discovered in paying quantities
23 at lesser respective depths, or Unit Operator establishes to the satisfaction
24 of the Supervisor that further drilling of any such well would be unwarranted
25 or impracticable. Unit Operator shall continue drilling diligently allowing
26 not more than six (6) months between the completion of one well and the
27 beginning of the next well, until said five (5) wells have been drilled as
28 aforesaid.

29 Wells commenced subsequent to January 1, 1970, shall constitute
30 obligation wells above specified, if otherwise qualified, and the initial Plan
31 of Operations will expire no later than six (6) months after the completion of
32 the five (5) well program.

33 When warranted by unforeseen circumstances, the Supervisor may
34 grant a single extension of any or all of the critical dates for exploratory
35 drilling operations cited in the initial or subsequent Plan of Operations. No
36 such extension shall exceed a period of four (4) months for each well, in the
37 initial Plan of Operations.

38 Within 12 months after the effective date of this agreement, Unit
39 Operator shall submit for the Supervisor's approval an acceptable supple-
40 mental Plan of Operations which shall provide for the development of actual
41 production from lands subject hereto; i.e., the plan shall provide for the

1 construction of the initial production system and such related facilities as
2 may be necessary for drilling wells, and for producing, metering, storing
3 and transporting unitized substances from the unit area. The facilities pro-
4 posed for the development of actual production shall be designed to provide
5 maximum safety and compatibility of operations giving due consideration to
6 the environment and use of the area by others.

7 The aforementioned plan shall be implemented immediately upon
8 approval by the Supervisor, and actual on site or off site construction for
9 drilling and production facilities provided in said plan shall be commenced no
10 later than one (1) year after approval of such supplemental Plan of Operations
11 and obtaining all necessary governmental permits for facilities to initiate
12 production.

13 Prior to the expiration of the Initial Plan of Operations or any supple-
14 mental plan, Unit Operator shall submit for the approval of the Supervisor
15 an acceptable Plan of Operations for the Unit Area which, when approved
16 by the Supervisor, shall constitute the exploratory and/or development
17 drilling and operating obligations of Unit Operator under this Agreement for
18 the period specified therein.

19 Until there is actual production of Unitized Substances, the failure of
20 Unit Operator to timely drill any of the wells provided for in a Plan of
21 Operations required under this Section or to timely submit an acceptable
22 supplemental Plan of Operations shall, after notice of default or notice of
23 prospective default to Unit Operator by the Supervisor and after failure of
24 Unit Operator to remedy any actual default within a reasonable time (as de-
25 termined by the Supervisor), result in termination of this Agreement,
26 effective as of the first day of the default.

27 Any plan submitted shall provide for the exploration of the Unit Area
28 and for the determination of the lands thereof capable of producing Unitized
29 Substances and/or for the development of the Unit Area, and shall be as
30 complete and adequate as the Supervisor may determine to be necessary for
31 timely exploration and/or development and to ensure proper conservation
32 of the oil and gas resources of the Unit Area. Such plans shall (a) specify
33 the number and locations of any wells to be drilled and the proposed order
34 and time for such drilling, and (b) to the extent practicable, specify the
35 operating practices regarded as necessary and advisable for proper conser-
36 vation of natural resources and protection of the environment.

37 Separate plans may be submitted for separate productive zones, subject
38 to the approval of the Supervisor. Said plan or plans shall be modified or
39 supplemented when necessary to meet changed conditions or to protect the
40 interest of all parties to this Agreement.

1 SECTION 7: PARTICIPATION

2 Prior to the commencement of production of Unitized Substances,
3 the Unit Operator shall submit for approval by the Supervisor a schedule
4 (or schedules) of all land then regarded as reasonably proved to be productive
5 from the pool (or pools) discovered or developed; all lands in said schedule
6 (or schedules), on approval of the Supervisor, to constitute a participating
7 area (or areas), effective as of the date such production commences or the
8 effective date of this Agreement, whichever is later. Said schedule (or
9 schedules) shall also set forth the percentage of Unitized Substances to be
10 allocated, as herein provided, to each tract in the participating area (or
11 areas) so established, and shall govern the allocation of production
12 commencing with the effective date of the controlling participating area.
13 A separate participating area may be established for each separate pool of
14 Unitized Substances or for any group thereof which is produced, as a single
15 pool or zone, and any two or more participating areas so established may be
16 combined into one, on approval of the Supervisor. The participating area or
17 areas so established shall be revised from time to time, subject to like
18 approval, to include additional land then regarded as reasonably proved
19 to be productive from such pool or pools or necessary to unit operations, or
20 to exclude land then regarded as reasonably proved not to be productive from
21 the pool or pools for which the participating area was established and/or not
22 necessary to unit operations and the schedule of allocation percentages shall
23 be revised accordingly. The effective date of any revision shall be the first
24 of the month in which is obtained the knowledge or information on which such
25 revision is predicated, provided, however, that a more appropriate effective
26 date may be used if justified by the Unit Operator and approved by the Super-
27 visor. No land shall be excluded from a participating area on account of
28 depletion of the unitized substances, except that any participating area
29 established under the provisions of this unit agreement shall terminate
30 automatically whenever all operations are abandoned in the pool or pools for
31 which the participating area was established.

32 On or after the ninth anniversary of the initial participating area
33 established under this Agreement Unit Operator may submit for approval
34 of the Supervisor a schedule (or schedules) of all lands then regarded as
35 reasonably proved by appropriate data to be capable of production in paying
36 quantities from any pool (or pools) for which a participating area has not
37 been established as a result of the production of Unitized Substances. All
38 lands in said schedule (or schedules), on approval of the Supervisor, shall
39 constitute a participating area (or areas) effective as of said ninth anniversary
40 or as of the first of the month in which the knowledge or information which
41 justifies establishment of a participating area is obtained, whichever date
42 is later.

1 Nothing herein contained shall be construed as requiring any retro-
2 active adjustment for production obtained prior to the effective date of the
3 revision of the participating area.

4 SECTION 8: ROYALTY AND ALLOCATION OF PRODUCTION

5 All Unitized Substances produced from a participating area established
6 under this agreement, except any part thereof used in conformity with good
7 operating practices within the unitized area for drilling, operating, camp
8 and other production or development purposes, for repressuring or recycling
9 in accordance with a Plan of Operations approved by the Supervisor, or
10 unavoidably lost, shall be deemed to be produced equally on an acreage basis
11 from the several tracts of Unitized Land of the participating area established
12 for such production and, for the purpose of determining any benefits accruing
13 under this Agreement, each such tract of Unitized Land shall have allocated
14 to it such percentage of said production as the number of acres of such tract
15 included in said participating area bears to the total acres of Unitized Land
16 in said participating area, and royalty shall be paid by Unit Operator.

17 Allocation of production hereunder for purposes other than for settle-
18 ment of the royalty obligations of the respective working interest owners,
19 shall be on the basis prescribed in the Unit Operating Agreement whether in
20 conformity with the basis of allocation herein set forth or otherwise. It
21 is hereby agreed that production of Unitized Substances from a participating
22 area shall be allocated as provided herein regardless of whether any wells
23 are drilled on any particular part or tract of said participating area. If any
24 gas produced from one participating area is used for repressuring or
25 recycling purposes in another participating area, the first gas withdrawn
26 from such last-mentioned participating area for sale during the life of this
27 agreement shall be considered to be the gas so transferred until an amount
28 equal to that transferred shall be so produced for sale and such gas shall
29 be allocated to the participating area from which initially produced as such
30 area was last defined at the time of such final production.

31 SECTION 9: RELINQUISHMENT OF LEASES

32 Pursuant to the provisions of the leases and 43 CFR 3386.1, a lessee
33 of record shall, subject to the provisions of the Unit Operating Agreement,
34 have the right to relinquish any or all leases committed hereto, in whole or
35 in part; provided, that no relinquishment shall be made of land within a
36 participating area without the prior approval of the Director. Upon such
37 relinquishment the Unit Area shall be contracted automatically to exclude
38 the relinquished land, as of the date of relinquishment.

39 SECTION 10: RENTALS AND MINIMUM ROYALTIES

40 Rentals on nonproductive lands are payable prior to the beginning of
41 each lease year, and minimum royalties accrue as of the first of each lease

1 year and are payable at the end of the lease year. Beginning with the lease
2 year commencing on or after February 1, 1971, and for each lease year
3 thereafter, rentals and minimum royalty payments shall be made on the
4 following basis:

5 A. An advance annual rental of \$3.00 an acre or fraction thereof,
6 in no event creditable against production royalties, shall be
7 *Amend #3* paid for all ~~Unitized Acreage~~ ^{leases no part of which is} which is not within a Par-
8 ticipating Area (such rental to be due and payable as of the
9 beginning of each lease year).

10 B. A minimum royalty shall be charged at the beginning of each
11 lease year (such minimum royalty to be due as of the last
12 day of the lease year and payable within thirty (30) days
13 thereafter) of \$3.00 an acre, or fraction thereof, for all
14 *Amend #3* ~~unitized acreage within a Participating Area~~ ^{leases any part of which is within} as of the
15 beginning of the preceding lease year, or, if there is pro-
16 duction, the deficit if any, between the actual royalty paid
17 during the preceding lease year and the minimum royalty
18 prescribed herein.

19 SECTION 11: AUTOMATIC CONTRACTION OF UNIT AREA

20 *Amend #2* ~~All 1/4 1/4 blocks of land~~ ^{Any lease (s)}, no part of which is entitled to be within
21 a participating area on the tenth anniversary of the effective date of the
22 initial participating area established under this agreement, shall be eliminated
23 automatically from this agreement effective as of said tenth anniversary and
24 such lands shall no longer be a part of the unit area and shall no longer be
25 subject to this agreement unless diligent drilling operations are in progress
26 on Unitized Lands not entitled to participation on said tenth anniversary, in
27 which event all such lands shall remain subject hereto for so long as such
28 drilling operations are continued diligently with not more than 6 months time
29 elapsing between the completion of one such well and the commencement of
30 the next such well. Diligent drilling operations shall be deemed to be "in
31 progress on Unitized Lands not entitled to participation" if on said tenth
32 anniversary actual drilling operations are in progress on a well located
33 on participating land but approved for completion at a bottom hole location
34 which is outside of a participating area, or if Unit Operator has completed an
35 exploratory well drilled during the six (6) months immediately preceding said
36 tenth anniversary on Unitized Lands not entitled to participation, under an
37 approved Plan of Operations, provided drilling operations are commenced on
38 lands not entitled to participation within six (6) months after the completion of
39 said well. With prior approval of the Supervisor, when warranted, a period
40 of time in excess of six (6) months may be allowed to elapse between the
41 completion of one well and the commencement of the next well without the
42 automatic elimination of non-participating acreage.

1 Any Unitized Lands proved productive by drilling operations which
2 serve to delay automatic elimination of lands under this section shall be
3 incorporated into a participating area or areas in the same manner as such
4 lands would have been incorporated in such areas had such lands been
5 proven productive during the year preceding said tenth anniversary. In
6 the event non-participating lands are retained under this Unit Agreement
7 after the tenth anniversary of the initial participating area as a result of
8 drilling operations on lands not entitled to participation, ~~all 1/4 1/4 blocks~~ ^{any lease(s)}
9 ~~of land~~ no part of which is entitled to be within a participating area shall
10 be eliminated automatically as of the 181st day, or such later date as may
11 be established by the Supervisor, following the completion of the last well
12 recognized as delaying such automatic elimination beyond the tenth
13 anniversary of the initial participating area established under this Agreement.

14 The leases as to any lands excluded from the Unit Agreement, in
15 accordance with this Section, shall automatically terminate as to such
16 eliminated lands as of the date of exclusion. ^{changed}

17 SECTION 12: LEASES AND CONTRACTS CONFORMED AND EXTENDED

18 The terms, conditions and provisions of all leases, subleases and
19 other contracts relating to exploration, drilling, development, or operations
20 for oil or gas on lands committed to this Agreement, are hereby expressly
21 modified and amended to the extent necessary to make the same conform to
22 the provisions hereof, but otherwise to remain in full force and effect; and
23 the Supervisor by his approval hereof, does hereby establish, alter, suspend,
24 change, or revoke the drilling, production, rental, minimum royalty and
25 royalty requirements of the Federal leases committed hereto and the regula-
26 tions in respect thereto, to conform said requirements to the provisions of
27 this Agreement, and, without limiting the generality of the foregoing, all
28 leases, subleases, and contracts are particularly modified in accordance
29 with the following:

- 30 A. Drilling and producing operations performed hereunder upon
31 any tract of Unitized Land will be accepted and deemed to be
32 performed upon and for the benefit of each and every tract of
33 Unitized Land, and no lease shall be deemed to expire by
34 reason of failure to drill or produce wells situated on the
35 tracts therein embraced;
- 36 B. Suspension of drilling or producing operations on all Unitized
37 Lands pursuant to direction or consent of the Secretary, or
38 his duly authorized representative, shall be deemed to
39 constitute such suspension pursuant to such direction or
40 consent as to each and every tract of Unitized Land; however,
41 a suspension of drilling and/or producing operations on specific
42 lands shall be applicable only to such lands;

1 C. Subject to the relinquishment provisions hereof, any lease
2 committed hereto shall, as to the Unitized Lands, continue
3 in force beyond the term so provided therein, or as extended
4 by law, for the life of this Agreement; provided, actual
5 sustained production is had under this Agreement or actual
6 on site or off site construction of the initial facilities
7 necessary for drilling and producing operations is commenced
8 prior to the expiration of the term of such lease. This sub-
9 section shall not operate to extend any lease or portion there-
10 of as to lands excluded from the Unit Area by the contraction
11 thereof. Upon termination of this Agreement, the leases
12 covered hereby may be maintained and continued in full force
13 and effect in accordance with the terms, provisions, and
14 conditions of the lease or leases and amendments thereto.

15 SECTION 13: EFFECTIVE DATE AND TERM

16 This agreement shall become effective upon approval by the Secretary
17 or his duly authorized representative and shall terminate five (5) years from
18 said effective date unless,

19 (a) Such date of expiration is extended by the Director, or

20 (b) Unitized substances are produced from wells drilled hereunder,
21 in which event this agreement shall remain in effect so long as Unitized
22 Substances are or can be produced and, should production cease, so long
23 thereafter as diligent operations are in progress for the restoration of pro-
24 duction or discovery of new production and should production be restored or
25 a new discovery made, so long thereafter as unitized substances are or
26 can be produced, or

27 (c) Operations are delayed due to the causes set forth in Section
28 16 hereof, in which event the term of this agreement shall be extended for a
29 period of time equal to the period of creditable "Unavoidable Delay" time, or

30 (d) It is terminated as heretofore provided in this agreement.

31 This agreement may be terminated at any time by the owners of a
32 majority of the working interests, on an acreage basis, with the approval of
33 the Supervisor. Notice of any such approval shall be given by the Unit
34 Operator to all parties hereto.

35 SECTION 14: APPEARANCES

36 Unit Operator shall, after notice to other parties affected, have the
37 right to appear for and on behalf of any and all interests affected hereby
38 before the Department of the Interior, and to appeal from orders issued under
39 the regulations of said Department, or to apply for relief from any of said
40 regulations or in any proceedings relative to operations before the Depart-
41 ment of the Interior or any other legally constituted authority; provided,

1 however, that any interested party shall also have the right at its own
2 expense to be heard in any such proceeding.

3 SECTION 15: NO WAIVER OF CERTAIN RIGHTS

4 Nothing contained in this Agreement shall be construed as a waiver
5 by any party hereto of the right to assert any legal or constitutional right or
6 defense pertaining to the validity or invalidity of any law of the United States,
7 or regulations issued thereunder, in any way affecting such party or as a
8 waiver by any such party of any right beyond his or its authority to waive.

9 SECTION 16: UNAVOIDABLE DELAY

10 The term of this Agreement and all obligations imposed by this
11 agreement on each party, except for the payment of money, shall be suspended
12 while compliance by the party, despite the exercise of due diligence, is
13 prevented in whole or in part by labor dispute, fire, war, civil disturbance,
14 act of God; by federal, state, or municipal laws; by any rule, regulation,
15 or order of or delay or failure to act by a federal, state, municipal or other
16 governmental agency; by inability to secure required federal, state, municipal
17 or other governmental permits, easements or ordinances; by any judicial
18 acts or restraints; by inability to secure materials; by unavoidable accidents;
19 or by any other cause or causes beyond reasonable control of the party,
20 whether or not similar to any cause above enumerated. No party shall be
21 required against its will to adjust or settle any labor dispute. No obligation
22 which is suspended under this section shall become due less than thirty (30)
23 days after it has been determined that the suspension is no longer applicable.
24 Determination of creditable "Unavoidable Delay" time shall be made by the
25 Unit Operator subject to approval of the Director. Notwithstanding any other
26 provisions of this agreement, the Director, on his own initiative or upon
27 appropriate justification by Unit Operator, may postpone any obligation under
28 this agreement to commence or continue drilling or to operate on or produce
29 Unitized Substances from lands covered by this agreement when in his
30 judgment circumstances warrant such action.

31 SECTION 17: NONDISCRIMINATION

32 In connection with the performance of work under this Agreement, the
33 Operator agrees to comply with all of the provisions of Section 202 (1) to (7)
34 inclusive, of Executive Order 11246 (30 F.R. 12319), which are hereby
35 incorporated by reference in this Agreement.

36 SECTION 18: COUNTERPARTS

37 This Agreement may be executed in any number of counterparts no
38 one of which needs to be executed by all parties, or may be ratified or
39 consented to by separate instruments in writing specifically referring hereto,
40 and shall be binding upon all parties who have executed such a counterpart,
41 ratification, or consent hereto, with the same force and effect as if all such
42 parties had signed the same document.

1 SECTION 19: SUBSEQUENT JOINDER

2 Any oil or gas interests in lands within the Unit Area not committed
3 hereto prior to approval of this Agreement may thereafter be committed hereto
4 by the owner or owners thereof subscribing or consenting to this Agreement,
5 and, if the interest is a working interest, by the owner of such interest
6 also subscribing to the Unit Operating Agreement. The right of subsequent
7 joinder, as provided in this Section, by a Working Interest Owner is subject
8 to such requirements or approvals, if any, pertaining to such joinder, as
9 may be provided for in the Unit Operating Agreement. Joinder to the Unit
10 Agreement by a Working Interest Owner, at any time, must be accompanied
11 by appropriate joinder to the Unit Operating Agreement in order for the
12 interest to be regarded as committed to this Unit Agreement. Except as may
13 otherwise herein be provided, subsequent joinders to this Agreement shall
14 be effective as of the first day of the month following the filing with the
15 Supervisor of duly executed counterparts of all or any papers necessary to
16 establish effective commitment of any tract to this Agreement unless objection
17 to such joinder is duly made within sixty (60) days by the Supervisor.

18 SECTION 20: COVENANTS RUN WITH THE LAND

19 The covenants herein shall be construed to be covenants running with
20 the land with respect to the interest of the parties hereto and their successors
21 in interest until this Agreement terminates, and any grant, transfer, or
22 conveyance, of interest in land or leases subject hereto shall be and hereby
23 is conditioned upon the assumption of all privileges and obligations hereunder
24 by the grantee, transferee, or other successor in interest. No assignment
25 or transfer of any working interest, or other interest subject hereto shall
26 be binding upon Unit Operator until the first day of the calendar month after
27 Unit Operator is furnished with the original, photostatic, or certified copy
28 of the instrument of transfer.

29 IN WITNESS WHEREOF, the parties hereto have caused this agree-
30 ment to be executed and have set opposite their respective names the date of
31 execution.

UNIT OPERATOR AND
WORKING INTEREST OWNER

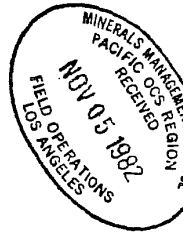
Date: September 2, 1970

HUMBLE OIL & REFINING COMPANY

Address: 1800 Avenue of the Stars
Los Angeles
California 90067

By *Harry Pistole*
Harry Pistole
Vice President

By *W. R. Gardner*
W. R. Gardner
Assistant Secretary



AMENDMENT NO. 1 TO SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA

This Amendment No. 1 to the Santa Ynez Unit Agreement entered into as of October 1, 1982, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto".

W I T N E S S E T H:

The parties hereto entered into that certain Unit Agreement for the Exploration, Development and Operation of the Santa Ynez Unit Area, Channel Islands Area, Outer Continental Shelf, Offshore California, dated November 3, 1970, hereinafter referred to as "said Unit Agreement".

The parties hereto desire to enter into this Amendment to said Unit Agreement for the purposes of restating and revising certain provisions thereof to reflect the current interests of the parties hereto, setting forth the status of the lands subject to said Unit Agreement, providing for portions of pools to constitute separate participating areas, and providing for a different method for allocating the royalty share of production after January 1, 1984.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto and other good and valuable consideration, the parties hereto agree as follows:

1. Section 2 of said Unit Agreement is hereby amended to incorporate all of Block 52N 76W (Lease OCS-P 0329) and the S 1/2 Block 53N 77W (Lease OCS-P 0326) in the Unit Area and to delete therefrom that portion of Block 53N 72W (relinquished Lease OCS-P 0186) lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953), said Unit Area containing 91,677.0 acres more or less.

2. Exhibit "A" of said Unit Agreement is hereby amended to incorporate or delete the above-described Blocks and Leases as shown on Exhibit "A", attached hereto and made a part hereof.

3. Exhibit "B" of said Unit Agreement is hereby amended to reflect the present interests of the parties hereto as shown on Exhibit "B", attached hereto and made a part hereof.

4. Section 7 of said Unit Agreement is hereby amended as follows:

The words "or portion thereof" shall be inserted between "Substances" and "or" on the 13th line of the first paragraph.

The following is inserted as the 2nd paragraph of Section 7:

"Before January 1, 1984, the Unit Operator shall submit a proposed revision to the initial participating area for the Hondo Reservoir to be

effective January 1, 1984, for approval by the Deputy Minerals Manager, Field Operations (successor to Supervisor as used herein), so that the initial participating area covers only the lands which have been or will be developed from the existing Hondo A platform. The Unit Operator shall submit for approval a separate proposed participating area for that westerly portion of the Hondo Reservoir to be developed from another platform (Hondo B) prior to commencement of production of Unitized Substances from said Hondo B platform. The two above described participating areas shall be contiguous."

The word "royalty" shall be inserted between "retroactive" and "adjustment" on the 2nd line of the last paragraph.

5. Section 8 of said Unit Agreement shall be amended effective January 1, 1984 by deleting the last part of the first paragraph commencing with the words "on an acreage basis" on the 6th line and substituting the following:

"for royalty purposes on a gross acre-feet basis for a participating area containing a productive siliceous shale (Monterey) formation and a net acre-feet basis for a participating area containing productive sandstone formations from the several tracts of Unitized Land of the participating area established for such production, and royalty shall be paid by Unit Operator. Gross acre-feet and net acre-feet, respectively, shall be established in accordance with Exhibit "C" to this Unit Agreement, attached hereto and made a part hereof. The Unit Operator shall submit for approval by the Supervisor the schedule of allocation percentages for establishment of any participating area(s) in accordance with Section 7 hereof."

6. This Amendment may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single agreement and the execution of one counterpart by any party hereto shall have the same force and effect as if it had signed all of the other counterparts.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Santa Ynez Unit Agreement as of the day and year first above written.

EXXON CORPORATION

CHEVRON U.S.A. INC.

By

Harry J. Longwell

By

Title Attorney-in-Fact

Asst. *SR*

Title

SHELL OIL COMPANY

By _____

Title _____

effective January 1, 1984, for approval by the Deputy Minerals Manager, Field Operations (successor to Supervisor as used herein), so that the initial participating area covers only the lands which have been or will be developed from the existing Hondo A platform. The Unit Operator shall submit for approval a separate proposed participating area for that westerly portion of the Hondo Reservoir to be developed from another platform (Hondo B) prior to commencement of production of Unitized Substances from said Hondo B platform. The two above described participating areas shall be contiguous."

The word "royalty" shall be inserted between "retroactive" and "adjustment" on the 2nd line of the last paragraph.

5. Section 8 of said Unit Agreement shall be amended effective January 1, 1984 by deleting the last part of the first paragraph commencing with the words "on an acreage basis" on the 6th line and substituting the following:

"for royalty purposes on a gross acre-feet basis for a participating area containing a productive siliceous shale (Monterey) formation and a net acre-feet basis for a participating area containing productive sandstone formations from the several tracts of Unitized Land of the participating area established for such production, and royalty shall be paid by Unit Operator. Gross acre-feet and net acre-feet, respectively, shall be established in accordance with Exhibit "C" to this Unit Agreement, attached hereto and made a part hereof. The Unit Operator shall submit for approval by the Supervisor the schedule of allocation percentages for establishment of any participating area(s) in accordance with Section 7 hereof."

6. This Amendment may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single agreement and the execution of one counterpart by any party hereto shall have the same force and effect as if it had signed all of the other counterparts.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Santa Ynez Unit Agreement as of the day and year first above written.

EXXON CORPORATION

CHEVRON U.S.A. INC.

By *Danny J. Longwell* By *[Signature]*
Title Attorney-in-Fact ^{Acc'ty} Title Assistant Secretary
ms

SHELL OIL COMPANY

By _____

Title _____

effective January 1, 1984, for approval by the Deputy Minerals Manager, Field Operations (successor to Supervisor as used herein), so that the initial participating area covers only the lands which have been or will be developed from the existing Hondo A platform. The Unit Operator shall submit for approval a separate proposed participating area for that westerly portion of the Hondo Reservoir to be developed from another platform (Hondo B) prior to commencement of production of Unitized Substances from said Hondo B platform. The two above described participating areas shall be contiguous."

The word "royalty" shall be inserted between "retroactive" and "adjustment" on the 2nd line of the last paragraph.

5. Section 8 of said Unit Agreement shall be amended effective January 1, 1984 by deleting the last part of the first paragraph commencing with the words "on an acreage basis" on the 6th line and substituting the following:

"for royalty purposes on a gross acre-feet basis for a participating area containing a productive siliceous shale (Monterey) formation and a net acre-feet basis for a participating area containing productive sandstone formations from the several tracts of Unitized Land of the participating area established for such production, and royalty shall be paid by Unit Operator. Gross acre-feet and net acre-feet, respectively, shall be established in accordance with Exhibit "C" to this Unit Agreement, attached hereto and made a part hereof. The Unit Operator shall submit for approval by the Supervisor the schedule of allocation percentages for establishment of any participating area(s) in accordance with Section 7 hereof."

6. This Amendment may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single agreement and the execution of one counterpart by any party hereto shall have the same force and effect as if it had signed all of the other counterparts.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Santa Ynez Unit Agreement as of the day and year first above written.

EXXON CORPORATION

CHEVRON U.S.A. INC.

By

Harry J. Loggins

By

Title Attorney-in-Fact

Accts

Title

SHELL OIL COMPANY

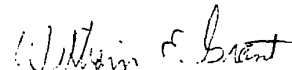
By

David R. Murray

Title Division Land Manager

APPROVAL

Pursuant to the authority vested in the Secretary of the Interior under the Act approved August 7, 1953, 67 Stat. 462, 43 U.S.C. 1331, et seq., as amended, and delegated to the Director of the Minerals Management Service and redelegated to the Regional Manager, Pacific OCS Region, I do hereby approve this Amendment to the Santa Ynez Unit Agreement to be effective as of October 1, 1982 except for the amendment of Section 8 of the Unit Agreement which is to be effective January 1, 1984.



Date: 11/1/82

Reid T. Stone
Regional Manager
Pacific OCS Region
Minerals Management Service

Contract No. 14-08-0001-8979

AMENDMENT NO. 2

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA

This Amendment No. 2 to the Unit Agreement for the Exploration, Development and Production Operations on the Santa Ynez Unit Area, Channel Islands Area, Outer Continental Shelf, Offshore California, approved November 12, 1970, and amended effective October 1, 1982, hereinafter referred to as the "Santa Ynez Unit Agreement", by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto";

WITNESSETH:

WHEREAS, the parties hereto, or their predecessors in interest, entered into that certain Santa Ynez Unit Agreement; and

WHEREAS, the parties hereto desire to eliminate lease segregation as to any lands excluded from the Santa Ynez Unit Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto and other good and valuable consideration, the parties hereto agree as follows:

1. Section 11 of the Santa Ynez Unit Agreement is hereby amended as follows:

The words "All 1/4 1/4 blocks of land" in the first paragraph shall be deleted and replaced with the words "Any lease(s)".

The words "all 1/4 1/4 blocks of land" in the second paragraph shall be deleted and replaced with the words "any lease(s)".

The last paragraph shall be deleted in its entirety and replaced with the following:

"If a lease is no longer subject to this Agreement in accordance with the provisions of this Section, that lease shall only be maintained and continued in force and effect in accordance with the terms and provisions contained in the Act, regulations, and the lease."

2. Except as amended herein the Santa Ynez Unit Agreement remains in full force and effect.
3. This Amendment may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single agreement and the execution of one counterpart by any party hereto shall have the same force and effect as if it had signed all of the other counterparts.

Amendment No. 2
Santa Ynez Unit Agreement
Page 2

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Santa Ynez Unit Agreement on the dates written below but effective upon approval by the Secretary of the Interior or his duly authorized representative.

EXXON CORPORATION

By G.T. Thier *GT*

Title Attorney-in-fact

Date October 15, 1987

CHEVRON U.S.A. INC.

By _____

Title _____

Date _____

SHELL WESTERN E&P INC.

By _____

Title _____

Date _____

Amendment No. 2
Santa Ynez Unit Agreement
Page 2

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Santa Ynez Unit Agreement on the dates written below but effective upon approval by the Secretary of the Interior or his duly authorized representative.

EXXON CORPORATION

By _____
Title _____
Date _____

CHEVRON U.S.A. INC.

By J. P. Harrington
Title VICE PRESIDENT
Date February 1, 1980

SHELL WESTERN E&P INC.

By _____
Title _____
Date _____

Amendment No. 2
Santa Ynez Unit Agreement
Page 2

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Santa Ynez Unit Agreement on the dates written below but effective upon approval by the Secretary of the Interior or his duly authorized representative.

EXXON CORPORATION

By _____

Title _____

Date _____

CHEVRON U.S.A. INC.

By _____

Title _____

Date _____

SHELL WESTERN E&P INC.

By 
Rick A. Goenner

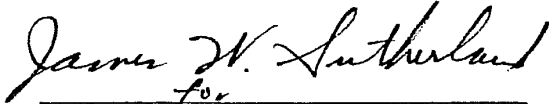
Title Attorney-in-Fact

Date 2/17/88

Amendment No. 2
Santa Ynez Unit Agreement
Page 3

APPROVAL

Pursuant to the authority vested in the Secretary of the Interior under the Outer Continental Shelf Lands Act, approved August 7, 1953, 67 Stat. 462, 43 U.S.C. 1331, et seq., as amended, and delegated to the Regional Director, Pacific OCS Region, Minerals Management Service, I do hereby approve this Amendment No. 2 to the Santa Ynez Unit Agreement to be effective as of the date written below.


for

Regional Director
Pacific OCS Region
Minerals Management Service

Date 6-20-88

Contract No. 14-08-0001-8979

AMENDMENT NO. 3

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA

This Amendment No. 3 to the Unit Agreement for the Exploration, Development and Production Operations on the Santa Ynez Unit Area, Channel Islands Area, Outer Continental Shelf, Offshore California approved November 12, 1970 (first amended effective October 1, 1982 and with proposed Amendment No. 2), hereinafter referred to as the "Santa Ynez Unit Agreement", by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto";

WITNESSETH:

WHEREAS, the parties hereto, or their predecessors in interest, entered into that certain Santa Ynez Unit Agreement; and

WHEREAS, the parties hereto desire to revise the rental and royalty terms of the Santa Ynez Unit Agreement to bring them in conformance with current regulations;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto and other good and valuable consideration, the parties hereto agree as follows:

1. Section 10 of the Santa Ynez Unit Agreement is hereby amended as follows:

The words "Unitized Acreage which is not" in Paragraph A shall be deleted and replaced with the words "leases no part of which is".

The words "unitized acreage" in Paragraph B shall be deleted and replaced with the words "leases any part of which is".

2. Except as amended herein the Santa Ynez Unit Agreement remains in full force and effect.
3. This Amendment may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single agreement and the execution of one counterpart by any party hereto shall have the same force and effect as if it had signed all of the other counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 to the Santa Ynez Unit Agreement on the dates written below but effective upon approval by the Secretary of the Interior or his duly authorized representative.

Amendment No. 3
Santa Ynez Unit Agreement
Page 2

EXXON CORPORATION

By G. T. Thurn ^{pat}Title Western Division ManagerDate December 04, 1987

CHEVRON U.S.A. INC.

By _____

Title _____

Date _____

SHELL WESTERN E&P INC.

By _____

Title _____

Date _____

Amendment No. 3
Santa Ynez Unit Agreement
Page 2

EXXON CORPORATION

By _____

Title _____

Date _____

CHEVRON U.S.A. INC.

By J. P. Harrington

Title ASSISTANT SECRETARY

Date 4/26/88

SHELL WESTERN E&P INC.

By _____

Title _____

Date _____

Amendment No. 3
Santa Ynez Unit Agreement
Page 2

EXXON CORPORATION

By _____

Title _____

Date _____

CHEVRON U.S.A. INC.

By _____

Title _____

Date _____

SHELL WESTERN E&P INC.

By 
Rick A. Goennert

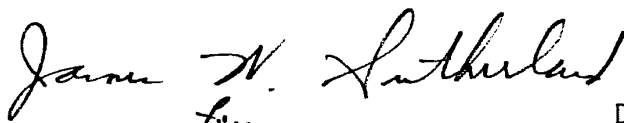
Title Attorney-in-Fact

Date 2/12/88

Amendment No. 3
Santa Ynez Unit Agreement
Page 3

APPROVAL

Pursuant to the authority vested in the Secretary of the Interior under the Outer Continental Shelf Lands Act, approved August 7, 1953, 67 Stat. 462, 43 U.S.C. 1331, et seq., as amended, and delegated to the Regional Director, Pacific OCS Region, Minerals Management Service, I do hereby approve this Amendment No. 3 to the Santa Ynez Unit Agreement to be effective as of the date written below.



Regional Director
Pacific OCS Region
Minerals Management Service

Date 6-20-88

Contract No. 14-08-0001-8979

SIGNATURE PAGE
WORKING INTEREST OWNER
ATTACHED TO AND MADE A PART OF THE
SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA

The Santa Ynez Unit Agreement is hereby executed.

Date: _____

WORKING INTEREST OWNER
UNION OIL COMPANY OF CALIFORNIA

Address: 461 South Boylston St.
Los Angeles
California 90017

By _____

Its Attorney in Fact

[Attach Acknowledgement]

SIGNATURE PAGE
WORKING INTEREST OWNER
ATTACHED TO AND MADE A PART OF THE
SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA

The Santa Ynez Unit Agreement is hereby executed.

Date: SEP 29 1970
Address: 225 Bush Street
San Francisco
California 94120

WORKING INTEREST OWNER
STANDARD OIL COMPANY OF CALIFORNIA

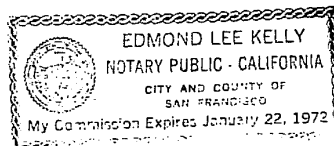
By [Signature]
Contract Agent

By [Signature]
Assistant Secretary

State of California
City and County of San Francisco } ss

On September 29 1970 before me, Edmond Lee Kelly, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared A. J. JACOBS and J. P. BOWMAN known to me to be CONTRACT AGENT and ASSISTANT SECRETARY, respectively, of STANDARD OIL COMPANY OF CALIFORNIA the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the said Corporation therein named, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County and State aforesaid the day and year in this certificate above written.



[Signature] 19.1
Notary Public in and for said City and
County of San Francisco, State of California

[Attach Acknowledgement]

SIGNATURE PAGE
WORKING INTEREST OWNER
ATTACHED TO AND MADE A PART OF THE
SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA

The Santa Ynez Unit Agreement is hereby executed.

Date: September 17, 1970

Address: 1008 West Sixth Street
Los Angeles
California 90017

WORKING INTEREST OWNER
SHELL OIL COMPANY

By B. F. Karschner

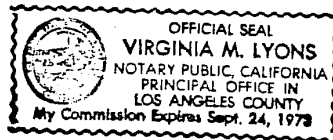
Its Attorney in Fact

[Attach Acknowledgement]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 2nd day of September, 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HARRY PISTOLE, known to me to be the Vice President, and W. R. GARDNER, known to me to be the Assistant Secretary, of HUMBLE OIL & REFINING COMPANY, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Virginia M. Lyons
Virginia M. Lyons
Notary Public in and for said
County and State

RATIFICATION, CONSENT AND JOINDER
SANTA YNEZ UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA

RECITALS

1. The Santa Ynez Unit Agreement and Unit Operating Agreement, executed by Humble Oil & Refining Company, Shell Oil Company and Standard Oil Company of California, were approved by the Regional Oil and Gas Supervisor, United States Geological Survey, on November 12, 1970, and became effective as of the same date.

2. Pursuant to letter agreement dated November 12, 1970, a copy of which was filed in the offices of the Geological Survey on the same date, Union Oil Company of California assigned to Humble Oil & Refining Company all of its right, title and interest in and to lease OCS-P 0192, reserving unto itself an overriding royalty of 12 1/2% of all Unitized Substances allocated to said lease pursuant to the Santa Ynez Unit Operating Agreement.

3. The assignment of the above-described interest has been filed with and approved by the Bureau of Land Management, United States Department of the Interior.

NOW, THEREFORE, in consideration of the foregoing and of the mutual and interdependent terms and stipulations set forth in the Santa Ynez Unit Agreement and Unit Operating Agreement (by this reference incorporated herein and made a part hereof the same as though fully set forth), Humble Oil & Refining Company hereby ratifies, consents to and joins in said Agreements to the same extent and with the same effect

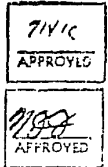
as if executing the originals thereof, hereby committing all of its oil and gas interests in lands (i.e., lease OCS-P 0192) within the Santa Ynez Unit Area not previously committed to said Agreements.

IN WITNESS WHEREOF, Humble Oil & Refining Company has executed this Ratification, Consent and Joinder as of this 1st day of February, 1971.

WORKING INTEREST OWNER
HUMBLE OIL & REFINING COMPANY

Address:
1800 Avenue of the Stars
Los Angeles
California 90067

By Harry Pistoli
Vice-President



By W. R. Gardner
Assistant Secretary

TO 449 C
(Corporation)

(11)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

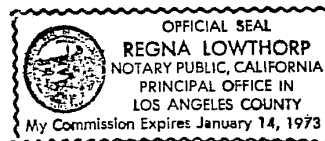
On March 3, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Harry Pistoli known to me to be the Vice President, and W. R. Gardner known to me to be Assistant Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Regna Lowthorp

REGNA LOWTHORP

Name (Typed or Printed)



(This area for official notarial seal)

RATIFICATION, CONSENT AND JOINDER
SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA

Union Oil Company of California, a corporation, in consideration of the mutual and interdependent terms and stipulations set forth in the Santa Ynez Unit Agreement, hereby ratifies, consents to and joins in the execution of said Unit Agreement to the same extent and with the same effect as if it had executed the original thereof.

Union Oil Company of California hereby acknowledges receipt of a copy of said Santa Ynez Unit Agreement (including latest revisions of Exhibits A and B thereto), which said Agreement by this reference is incorporated herein and made a part hereof the same as though fully set forth.

IN WITNESS WHEREOF, Union Oil Company of California has executed this Ratification, Consent and Joinder as of this 1st day of February, 1971.

OVERRIDING ROYALTY
INTEREST OWNER
UNION OIL COMPANY OF CALIFORNIA

Address:
461 South Boylston Street
Los Angeles
California 90054

By Herbert S. Harry
Its Attorney in Fact


<p>STATE OF CALIFORNIA, COUNTY OF <u>LOS ANGELES</u> } ss.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"><p>OFFICIAL SEAL H. I. YOUNG NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires July 20, 1974</p></div>	<p>ON <u>February 26</u> 19<u>71</u> before me, the undersigned, a Notary Public in and for said State, personally appeared <u>HERBERT S. HARRY</u> known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of <u>UNION OIL COMPANY OF CALIFORNIA</u> and acknowledged to me that <u>he</u> subscribed the name of _____ thereto as principal <u>and</u> <u>his</u> own name as Attorney-in-Fact. WITNESS my hand and official seal.</p> <div style="text-align: right; margin-top: 20px;"><p><u>[Signature]</u> Notary Public in and for said State.</p></div>
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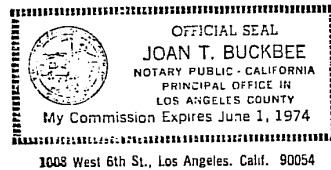
ACKNOWLEDGMENT—Attorney-in-Fact—Blank Co.—Wolcotts Form 218—Rev. 3-64
A SUBSIDIARY OF AMERICAN STATIONERY PRODUCTS CORP.

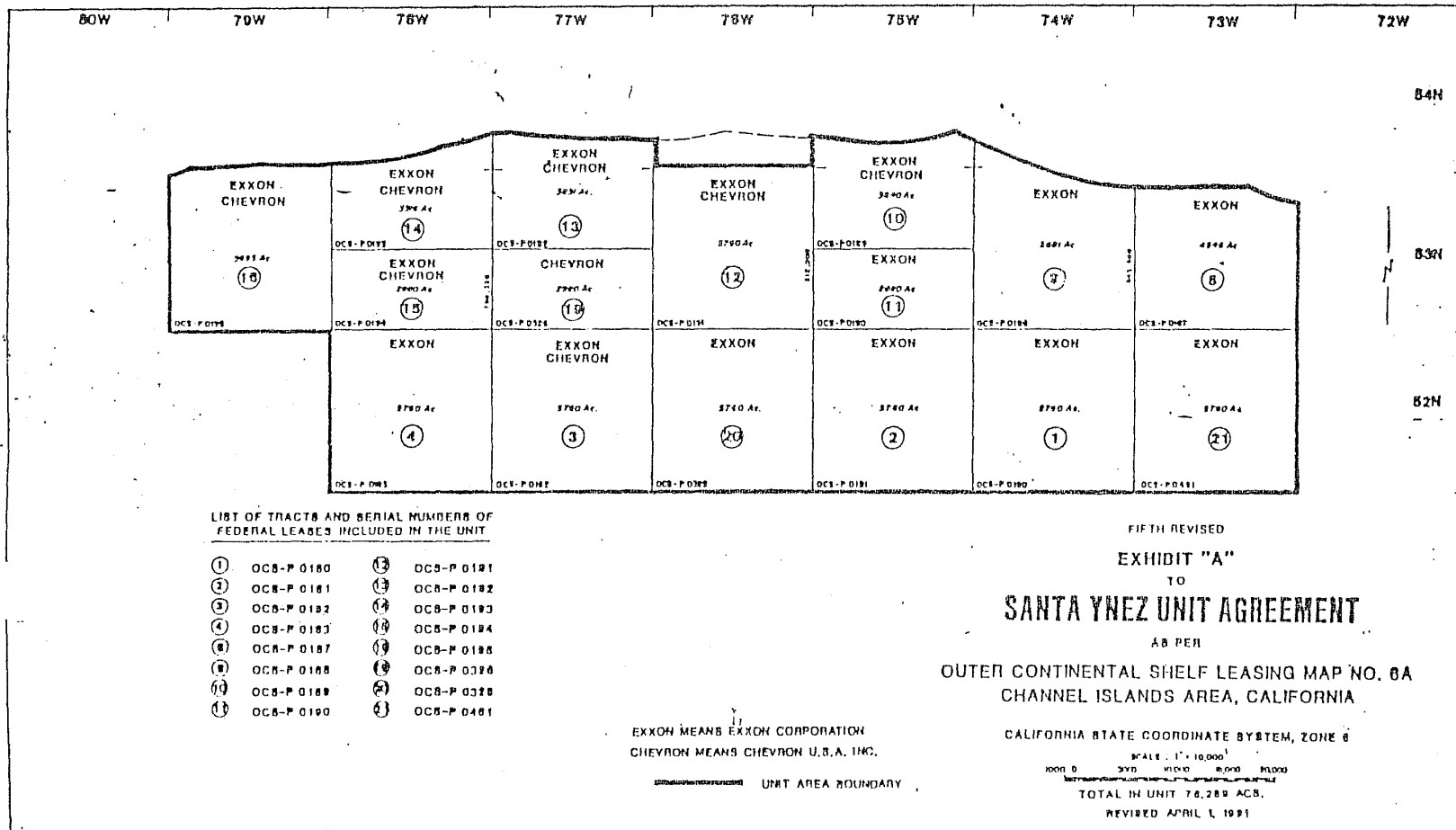
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 17th day of September, 1970, before me _____
Joan T. Buckbee, a Notary Public in and for said County
and State, residing therein, duly commissioned and sworn, personally
appeared R. F. Karshner, known to me to be the person whose name is
subscribed to the within instrument as the Attorney In Fact of
Shell Oil Company, and acknowledged to me that he subscribed the
name of Shell Oil Company thereto as principal, and his own name
as Attorney In Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal, at my office, in said County and State,
the day and year in this certificate first above written.


Joan T. Buckbee
Notary Public in and for
said County and State





41.2
Revised

EXHIBIT "B"

to

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, CALIFORNIA

SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

Tract Number	Description of Land as Per Official Leasing Map Channel Islands Area Map No. 6A	Number of Acres	Serial Number of Lease	Expiration Date of Lease	Basic Royalty and Ownership Percentage	Lessee of Record and Working Interest Owner and Percentage	Overriding Royalty and Percentage
1	Block 52N 74W	5760	OCS-P 0180	HBU	USA 16 2/3%	Exxon Corporation 100%	None
2	Block 52N 75W	5760	OCS-P 0181	HBU	USA 16 2/3%	Exxon Corporation 100%	None
3	Block 52N 77W	5760	OCS-P 0182	HBU	USA 16 2/3%	Exxon Corporation 50% Chevron U.S.A. Inc. 50%	None
4	Block 52N 78W	5760	OCS-P 0183	HBU	USA 16 2/3%	Exxon Corporation 100%	None
8	Block 53N 73W All those portions lying seaward of a line 3 geo- graphical miles distant from the coastline of California (as said coast- line is defined in the Submerged Lands Act of 1953)	4946	OCS-P 0187	HBU	USA 16 2/3%	Exxon Corporation 100%	None

(Tract number 5 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0184 on January 8, 1991)

(Tract number 6 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0185 on February 4, 1991)

(Tract number 7 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0186 on October 2, 1972)

Revised 4/1/91

EXHIBIT "B"

to

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, CALIFORNIA

SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

<u>Tract Number</u>	<u>Description of Land as Per Official Leasing Map Channel Islands Area Map No. 6A</u>	<u>Number of Acres</u>	<u>Serial Number of Lease</u>	<u>Expiration Date of Lease</u>	<u>Basic Royalty and Ownership Percentage</u>	<u>Lessee of Record and Working Interest Owner and Percentage</u>	<u>Overriding Royalty and Percentage</u>
9	Blocks 53N 74W; 54N 74W All those portions lying seaward of a line 3 geo- graphical miles distant from the coastline of California (as said coast- line is defined in the Submerged Lands Act of 1953)	5681	OCS-P 0188	HBU	USA 16 2/3%	Exxon Corporation 100%	None
10	N 1/2 Block 53N 75W; Block 54N 75W All those portions lying seaward of a line 3 geo- graphical miles distant from the coastline of California (as said coast- line is defined in the Submerged Lands Act of 1953)	3840	OCS-P0189	HBU	USA 16 2/3%	Exxon Corporation 50% Chevron U.S.A. Inc 50%	None
11	S 1/2 Block 53N 75W	2880	OCS-P 0190	HBU	USA 16 2/3%	Exxon Corporation 100%	None
12	Block 53N 76W	5760	OCS-P 0191	HBU	USA 16 2/3%	Exxon Corporation 66 2/3% Chevron U.S.A. Inc. 33 1/3%	None

4/11/91

EXHIBIT "B"

to

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, CALIFORNIA

SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

<u>Tract Number</u>	<u>Description of Land as Per Official Leasing Map Channel Islands Area Map No. 6A</u>	<u>Number of Acres</u>	<u>Serial Number of Lease</u>	<u>Expiration Date of Lease</u>	<u>Basic Royalty and Ownership Percentage</u>	<u>Lessee of Record and Working Interest Owner and Percentage</u>	<u>Overriding Royalty and Percentage</u>
13	N 1/2 Block 53N 77W; Block 54N 77W All those portions lying seaward of a line 3 geo- graphical miles distant from the coastline of California (as said coast- line is defined in the Submerged Lands Act of 1953)	3851	OCS-P 0192	HBU	USA 16 2/3%	Exxon Corporation 50% Chevron U.S.A. Inc. 50%	Union Oil Company of California 12 1/2%
14	N 1/2 Block 53N 78W; Block 54N 78W All those portions lying seaward of a line 3 geo- graphical miles distant from the coastline of California (as said coast- line is defined in the Submerged Lands Act of 1953)	3316	OCS-P 0193	HBU	USA 16 2/3%	Exxon Corporation 50% Chevron U.S.A. Inc. 50%	None
15	S 1/2 Block 53N 78W	2880	OCS-P 0194	HBU	USA 16 2/3%	Exxon Corporation 50% Chevron U.S.A. Inc. 50%	None

4/1/91

EXHIBIT "B"

to

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, CALIFORNIA

SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

<u>Tract Number</u>	<u>Description of Land as Per Official Leasing Map Channel Islands Area Map No. 6A</u>	<u>Number of Acres</u>	<u>Serial Number of Lease</u>	<u>Expiration Date of Lease</u>	<u>Basic Royalty and Ownership Percentage</u>	<u>Lessee of Record and Working Interest Owner and Percentage</u>	<u>Overriding Royalty and Percentage</u>
16	Blocks 53N 79W; 54N 79W All those portions lying seaward of a line 3 geo- graphical miles distant from the coastline of California (as said coast- line is defined in the Submerged Lands Act of 1953)	5695	OCS-P 0195	HBU	USA 16 2/3%	Exxon Corporation 50% Chevron U.S.A. Inc. 50%	None
19	S 1/2 Block 53N 77W	2880	OCS-P 0326	HBU	USA- Sliding Scale	Chevron U.S.A. Inc. 100%	None
20	Block 52N 76W	5760	OCS-P 0329	HBU	USA- Sliding Scale	Exxon Corporation 100%	None
21	Block 52N 73W	5760	OCS-P 0461	HBU	USA 12 1/2%	Exxon Corporation 100%	None
Totals: Federal Lands		76,289 acres					
Other Lands		None					

(Tract numbers 17 and 18 eliminated from Unit as a result of relinquishment of Lease Nos. OCS-P 0196 and OCS-P 0197, respectively, on January 8, 1991)

4/1/91

EXHIBIT "C"
SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA
METHOD OF ESTABLISHING AND REVISING ALLOCATION PERCENTAGES
FOR PARTICIPATING AREAS

Prior to commencement of production of Unitized Substances from a participating area(s) or effective as of January 1, 1984 for participating area(s) established prior to January 1, 1984, the schedule of tract allocation percentages shall be calculated in accordance with the procedure set forth in this Exhibit C.

For a participating area containing a siliceous shale (Monterey) formation, each Tract in the participating area shall be assigned an allocation percentage, equivalent to the gross acre-feet of such formation containing Unitized Substances in paying quantities originally in place within such Tract divided by the total gross acre-feet of such formation containing Unitized Substances in such paying quantities originally in place within all Tracts in such participating area. For purposes of this calculation, one acre-foot of gas cap gas (formation in the interval between the original gas-oil interface and top of zone) originally in place shall be considered equivalent to 0.9 acre-feet of such formation originally containing oil. All gross acre-feet of such formation containing Unitized Substances originally in place in such paying quantities and in pressure and hydrocarbon communication shall be counted.

For a participating area containing sandstone formations, each Tract in the participating area shall be assigned an allocation percentage equivalent to the net acre-feet of such formation containing Unitized Substances in paying quantities originally in place within such Tract divided by the total net acre-feet of such formation containing Unitized Substances in such paying quantities originally in place within all Tracts in such participating area. For purposes of this calculation, consideration shall be given to the relative sand quality and relative gas-oil value of each sandstone formation in accordance with the formula and schedule contained in Exhibit C of the Santa Ynez Unit Operating Agreement dated November 3, 1970.

The schedule of tract allocation percentages for each such participating area shall be revised annually during the four-year period following the commencement of production of Unitized Substances from said participating area or until the completion of development drilling from the first platform in the participating area, whichever occurs first, and thereafter biennially. The schedule of tract allocation percentages shall be revised by the affected working interest owners and submitted by the Unit Operator for approval by the Supervisor. Revisions to the schedule of tract allocation percentages shall be discontinued when so agreed by the affected working interest owners and approved by the Supervisor. For consideration of each proposed revision, the Unit Operator shall furnish to the Supervisor maps, cross-sections, and tables prepared by the working interest owner Geological and Reservoir Engineering Committees as deemed appropriate for purposes of calculating tract allocation percentages and as specified in Exhibit C of the Santa Ynez Unit Operating Agreement dated November 3, 1970. There shall not be any retroactive adjustments of royalty as a result of said revisions to the schedule of tract allocation percentages.



United States Department of the Interior

MINERALS MANAGEMENT SERVICE

Pacific OCS Region
770 Paseo Camarillo
Camarillo, California 93010-6064

IN REPLY REFER TO: 7100

March 27, 2003

Ms. Peggy L. Carr
Staff Land Representative
ExxonMobil Production Company
U.S. East
P.O. Box 61707
New Orleans, Louisiana 70161-1707

Re: Amendment No. 4
Santa Ynez Unit Agreement
Santa Ynez Unit
Contract Number 14-08-0001-8979
Offshore California

Dear Ms. Carr:

We received your letter dated March 11, 2003, requesting that the Minerals Management Service approve Amendment No. 4 to the Santa Ynez Unit Agreement. We approve your request as outlined below.

Exxon Mobil Corporation acquired 100% of the working interest ownership in the Santa Ynez Unit, which was approved by MMS on December 20, 2002. On January 20, 2003, MMS approved ExxonMobil's proposed tract allocation percentages for the Sacate Field, Participating Area II. Amendment No. 4 provides for the consolidation of Participating Areas IA, IB, II and III into one participating area and executes other administrative changes. According to Section 7 of the SYU Agreement, "any two or more participating areas so established may be combined into one, on approval of the Supervisor."

We have determined that approval of Amendment No. 4 to the Santa Ynez Unit Agreement is in the best interest of the government, and it will streamline the regulatory burden on Exxon Mobil Corporation. Pursuant to Section 7 of the SYU Agreement, MMS hereby approves Amendment No. 4 and Exhibits "A", "B" and "C" to the Santa Ynez Unit Agreement, as amended, to reflect the requested PA consolidation, effective April 1, 2003. Amendment No.4 will be attached to and made part of the Santa Ynez Unit Agreement.



Exhibit B

Furthermore, government revenue from royalty payments to MMS will not be affected by consolidation now or in the future without proper justification and approval from MMS. The approved metering, measurement and allocation plan will not be affected by this change.

If you have any questions, please contact Mr. Allan Shareghi at (805) 389-7704 or via e-mail at Allan.Shareghi@mms.gov.

Sincerely,



Maher A.H. Ibrahim
Regional Supervisor
Office of Production, Development,
and Resource Evaluation

cc: MRM, Wendy Krebs

Enclosure

bcc: File 1703-02(a)(1)- Santa Ynez Unit-Gen. Corres. (w/copy)
1703-02(a)(1)- Santa Ynez Unit Agreement (w/orig)

RD
Chron
RS, OPDRE
RS, OEE
RS, OFO
DS, CAM
✓C, PDRAS (w/enclosure)
✓A.Shareghi (w/enclosure)
K.Piper (w/enclosure)

OPDRE:/EAS:word/hdata/mydocument/SYUAmend#4/3/11/03

Amendment No. 4

AMENDMENT NO. 4

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA

This Amendment No. 4 to the Unit Agreement for the Exploration, Development and Production Operations on the Santa Ynez Unit Area, Channel Islands Area, Outer Continental Shelf, Offshore California approved November 12, 1970 (first amended effective October 1, 1982; subsequently amended effective June 20, 1988, with Amendments No. 2 and No. 3), hereinafter referred to as the "Santa Ynez Unit Agreement", by Exxon Mobil Corporation (individually and as successor in interest to non-operators ownership), now herein referred to as "ExxonMobil".

WITNESSETH:

WHEREAS, ExxonMobil (successor to Humble Oil & Refining Company), and others entered into that certain Santa Ynez Unit Agreement; and

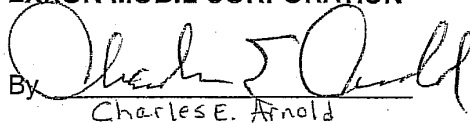
WHEREAS; ExxonMobil hereto desires to revise the Santa Ynez Unit Agreement to reflect the current interests under this agreement and provide for the consolidation and expansion of all participating areas within the Santa Ynez Unit.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto and other good and valuable consideration, the parties hereto agree as follows:

1. Exhibit "A" of the Santa Ynez Unit Agreement is hereby amended to reflect current ownership of the leases as shown on Exhibit "A", attached hereto and made a part thereof.
2. Exhibit "B" of the Santa Ynez Unit Agreement is hereby amended to reflect the present interests of ExxonMobil hereto as shown on Exhibit "B", attached hereto and made a part hereof.
3. Exhibit "C" of the Santa Ynez Unit Agreement is hereby amended to reflect that Participating Areas 1A, 1B, II and III are hereby consolidated into one participating area. The perimeter of the one participating area extends to the outer boundary of the Santa Ynez Unit. Moreover, the requirement of tract allocation revisions are deemed satisfied and no further adjustments will be made. Royalty payments will continue as constituted prior to the effective date of this amendment.
4. Except as amended herein, the Santa Ynez Unit Agreement remains in full force and effect.

IN WITNESS WHEREOF, ExxonMobil hereto has executed this Amendment No. 4 to the Santa Ynez Unit Agreement on the date written below but effective upon approval by the Secretary of the Interior or his duly authorized representative.

EXXON MOBIL CORPORATION

By 
Charles E. Arnold

Title Attorney in Fact

Date 3-11-03

Amendment No. 4

APPROVAL

Pursuant to the authority vested in the Secretary of the Interior under the Outer Continental Shelf Lands Act, approved August 7, 1953, 67 Stat. 462, 43 U.S.C. 1331, et seq., as amended, and delegated to the Regional Director, Pacific OCS Region, Minerals Management Service, I do hereby approve this Amendment No. 4 to the Santa Ynez Unit Agreement to be effective as of the date written below.



Regional Director
Pacific OCS Region
Minerals Management Service

Date: 3/28/03

Contract No. 14-08-0001-8979

MC/Carr/SantaYnezUnitAgrAttA

EXHIBIT "B"

to

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, CALIFORNIA

SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

<u>Tract Number</u>	<u>Description of Land as Per Official Leasing Map Channel Islands Area Map No. 6A</u>	<u>Number of Acres</u>	<u>Serial Number of Lease</u>	<u>Expiration Date of Lease</u>	<u>Basic Royalty and Ownership Percentage</u>	<u>Lessee of Record and Working Interest Owner and Percentage</u>	<u>Overriding Royalty and Percentage</u>
1	Block 52N 74W	5760	OCS-P 0180	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
2	Block 52N 75W	5760	OCS-P 0181	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
3	Block 52N 77W	5760	OCS-P 0182	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
4	Block 52N 78W	5760	OCS-P 0183	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
8	Block 53N 73W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	4946	OCS-P 0187	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None

(Tract number 5 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0184 on January 8, 1991)

(Tract number 6 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0185 on February 4, 1991)

(Tract number 7 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0186 on October 2, 1972)

Revised 11/18/02

EXHIBIT "B"

to

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, CALIFORNIA

SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

<u>Tract Number</u>	<u>Description of Land as Per Official Leasing Map Channel Islands Area Map No. 6A</u>	<u>Number of Acres</u>	<u>Serial Number of Lease</u>	<u>Expiration Date of Lease</u>	<u>Basic Royalty and Ownership Percentage</u>	<u>Lessee of Record and Working Interest Owner and Percentage</u>	<u>Overriding Royalty and Percentage</u>
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10	N 1/2 Block 53N 75W; Block 54N 75W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	3840	OCS-P 0189	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
11	S 1/2 Block 53N 75W	2880	OCS-P 0190	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
12	Block 53N 76W	5760	OCS-P 0191	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None

EXHIBIT "B"

to

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, CALIFORNIA

SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

<u>Tract Number</u>	<u>Description of Land as Per Official Leasing Map Channel Islands Area Map No. 6A</u>	<u>Number of Acres</u>	<u>Serial Number of Lease</u>	<u>Expiration Date of Lease</u>	<u>Basic Royalty and Ownership Percentage</u>	<u>Lessee of Record and Working Interest Owner and Percentage</u>	<u>Overriding Royalty and Percentage</u>
13	N 1/2 Block 53N 77W; Block 54N 77W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	3851	OCS-P 0192	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
14	N 1/2 Block 53N 78W; Block 54N 78W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	3316	OCS-P 0193	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
15	S 1/2 Block 53N 78W	2880	OCS-P 0194	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None

EXHIBIT "B"

to

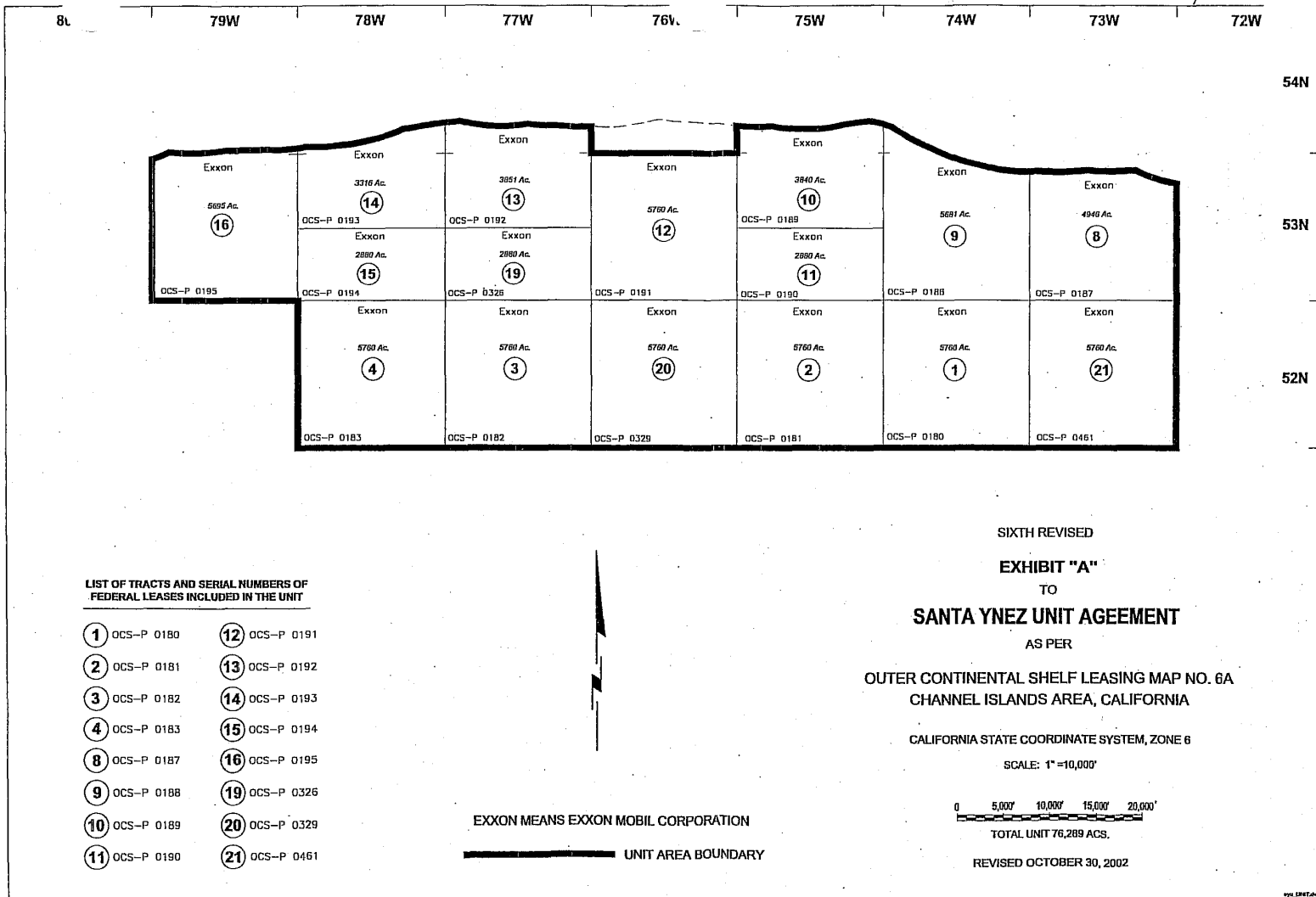
SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, CALIFORNIA

SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

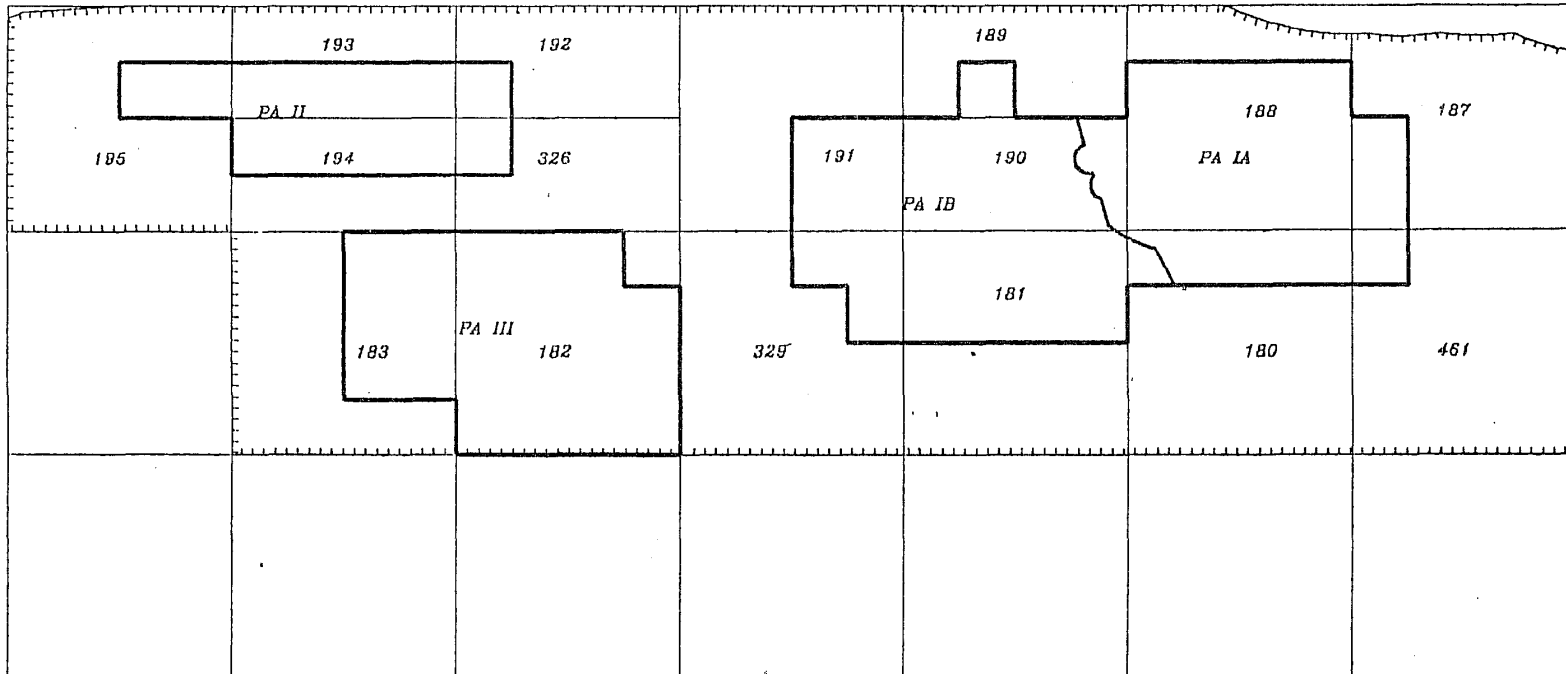
<u>Tract Number</u>	<u>Description of Land as Per Official Leasing Map Channel Islands Area Map No. 6A</u>	<u>Number of Acres</u>	<u>Serial Number of Lease</u>	<u>Expiration Date of Lease</u>	<u>Basic Royalty and Ownership Percentage</u>	<u>Lessee of Record and Working Interest Owner and Percentage</u>	<u>Overriding Royalty and Percentage</u>
16	Blocks 53N 79W; 54N 79W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	5695	OCS-P 0195	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
19	S 1/2 Block 53N 77W	2880	OCS-P 0326	HBU	USA- Sliding Scale	Exxon Mobil Corporation 100%	None
20	Block 52N 76W	5760	OCS-P 0329	HBU	USA- Sliding Scale	Exxon Mobil Corporation 100%	None
21	Block 52N 73W	5760	OCS-P 0461	HBU	USA 12 1/2%	Exxon Mobil Corporation 100%	None

Totals: Federal Lands 76,289 acres
Other Lands None

(Tract numbers 17 and 18 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0196 and OCS-P 0197,
respectively, on January 8, 1991)



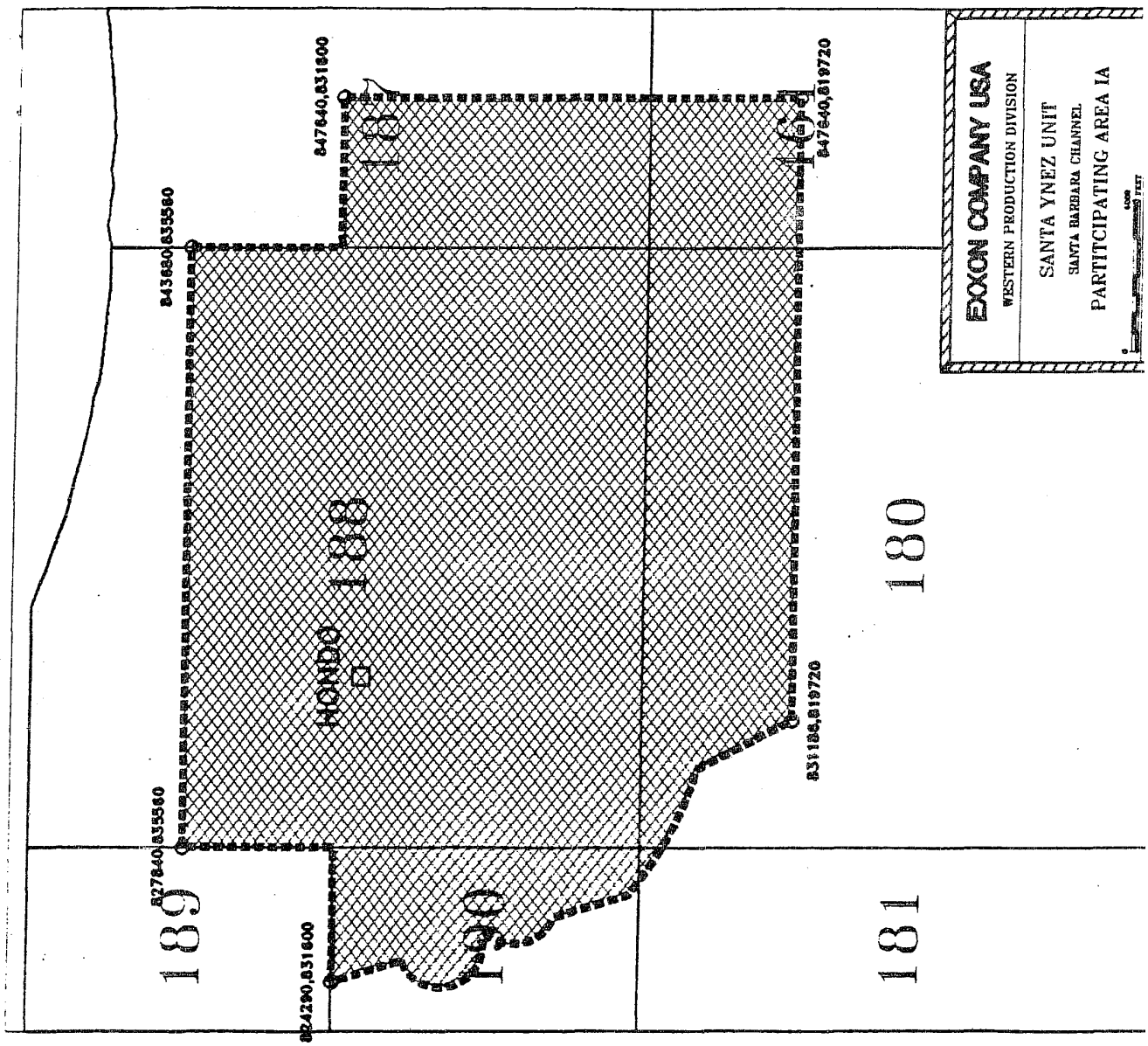
SANTA YNEZ UNIT AREA EFFECTIVE APRIL 2, 1991



UNIT AREA

PARTICIPATING AREA

A



EXXON PROPRIETARY

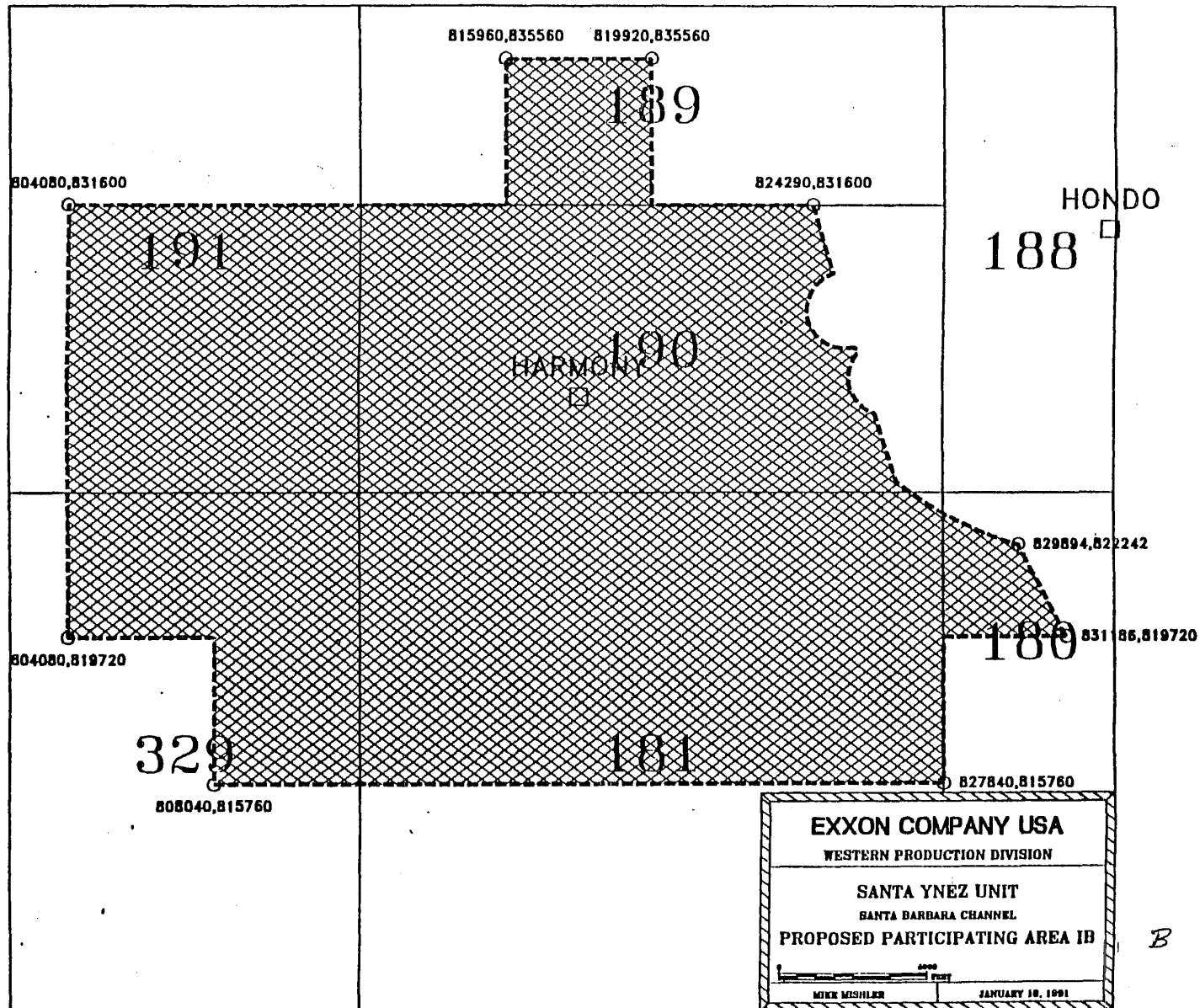
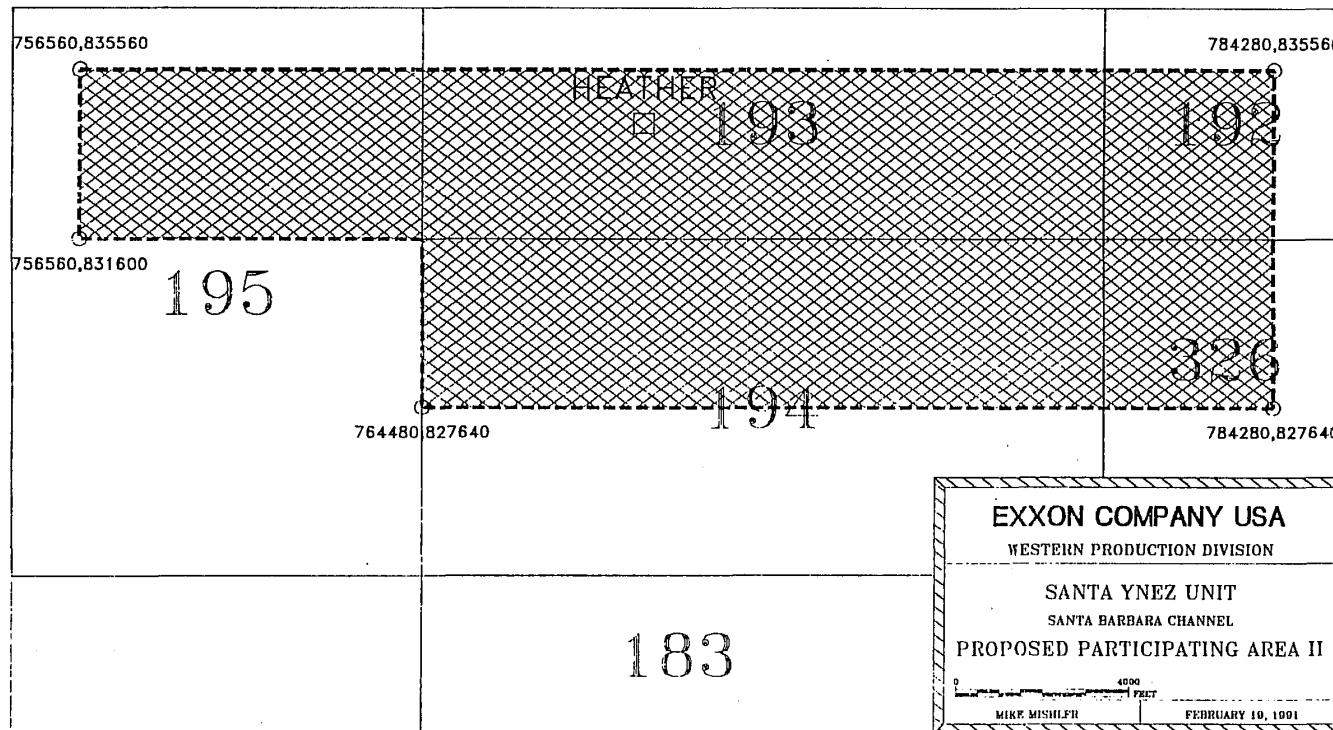
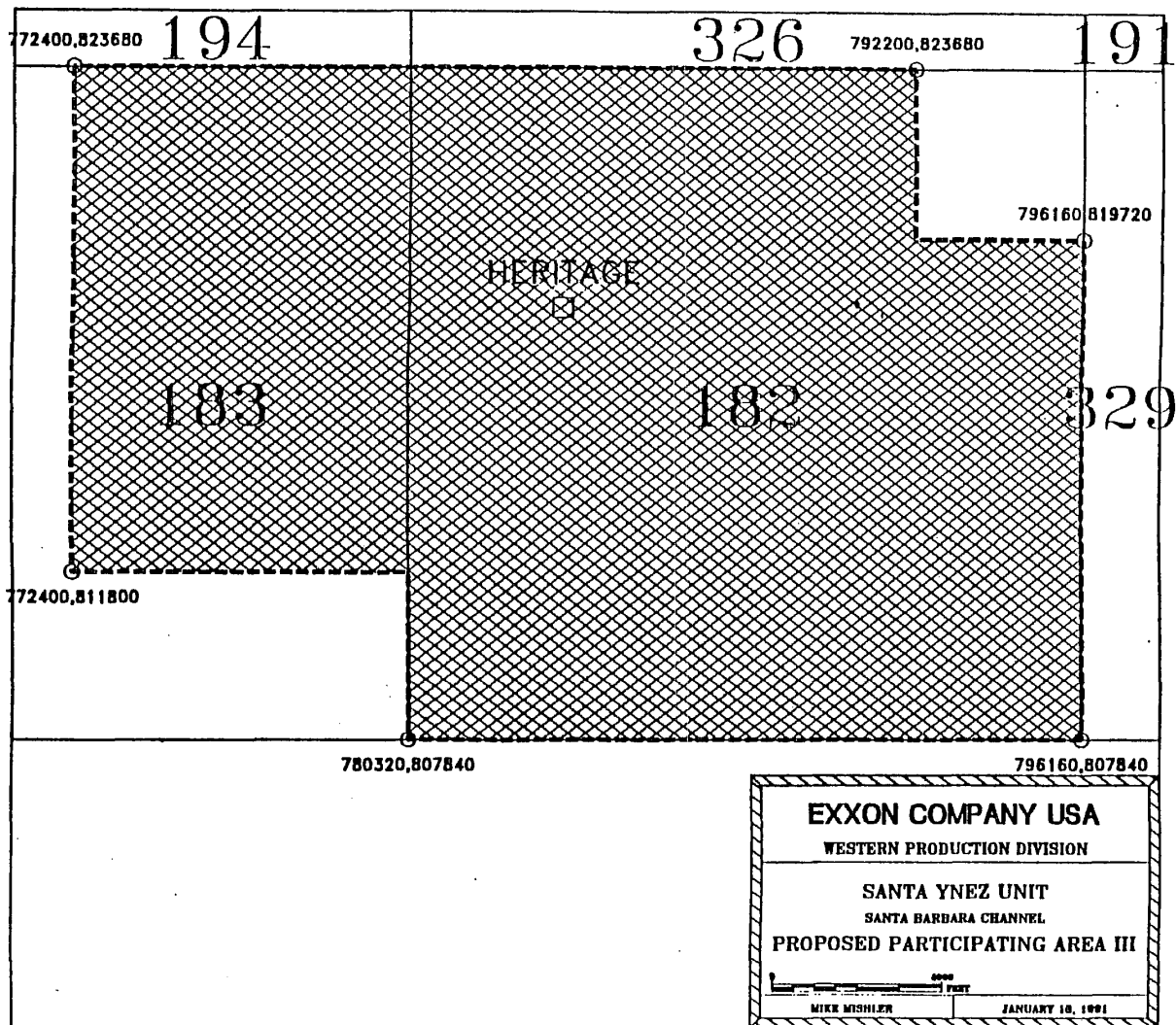


Exhibit B

EXXON PROPRIETARY



EXXON PROPRIETARY



PLAN OF OPERATION
SANTA YNEZ UNIT
LEASES OCS-P 0180, 0187, 0188, 0190
AND 0461

JUNE/1992 - JUNE/1993



Planned activities for the Hondo Platform for the upcoming year include:

- Maintaining active reservoir management
 - Well testing
 - API gravity tests
 - Watercut analysis
 - Pressure monitoring
 - Production logs
- Gas-lift-gas usage optimization
- Improve capacity utilization and availability by conducting selective workovers (eg., adding perforations, mud acid stimulations)
- Complete installation and commissioning of the upgraded fire water deluge system
- Install supplemental yoke hinges on SALM/OS&T
- Install second water injection pump

Planned activities for the SYU Expansion Project include:

- Complete fabrication and installation of Harmony and Heritage topsides
- Commence Harmony and Heritage hook-up
- Perform tie-ins of 12" and 14" pipelines to Hondo platform

Date prepared: June 16, 1992

UNITED STATES
DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE

DESIGNATION OF UNIT OPERATOR

The undersigned identified below, on the records of the Minerals Management Service, is a working interest owner of:

Unit Name: Santa Ynez Unit
Unit Agreement No.: 14-08-0001-8979
Regional Office: Pacific OCS Region

and hereby designates

Name: Exxon Corporation
Address: P.O. Box 5025
Thousand Oaks, California 91359

as his operator and local agent, with full authority to act in his behalf in complying with the terms of the Unit Agreement and regulations applicable thereto and on whom the Regional Supervisor or his representative may serve written or oral instructions in securing compliance with the Operating Regulations with respect to the aforementioned unit.

It is understood that this designation of operator does not relieve the working interest owner of responsibility for compliance with the terms of the Unit Agreement, laws, and regulations applicable to the area. It is also understood that this designation of operator does not constitute an assignment of any interest in the unit. The unit operator will submit plans of operations and other documents or reports required under the terms of the Unit Agreement.

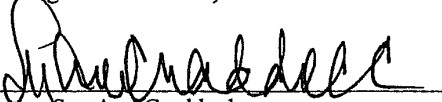
In case of default on the part of the designated operator, the working interest owner will make full and prompt compliance with all regulations, Unit Agreement, or orders of the Secretary of the Interior or his representative.

The working interest owner will notify the Regional Supervisor promptly of any change in the designated operator.

APR 02 1996

(Date)

Nuevo Energy Company
(Working Interest Owner)

By: 
Name: Sue Ann Craddock
Title: Vice President

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RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Santa Ynez Unit, Offshore California, effective November 12, 1970, in a form approved on behalf of the Secretary of the Interior, the undersigned hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder of Unit Agreement shall be effective as to the undersigned's interest in any lands and leases, or interest therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, its assigns or successors in interest.

Executed this 2nd day of April, 1996.

NUEVO ENERGY COMPANY

By 

Sue Ann Craddock
Vice President

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RATIFICATION AND JOINDER OF UNIT OPERATING AGREEMENT


In consideration of the execution of the Unit Operating Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Santa Ynez Unit, Offshore California, effective November 3, 1970, in a form approved on behalf of the Secretary of the Interior, the undersigned hereby expressly joins said Unit Operating Agreement and ratifies, approves, adopts and confirms said Unit Operating Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder of Unit Operating Agreement shall be effective as to the undersigned's interest in any lands and leases, or interest therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder of Unit Operating Agreement shall be binding upon the undersigned, its assigns or successors in interest.

Executed this 2nd day of April, 1996.

NUEVO ENERGY COMPANY

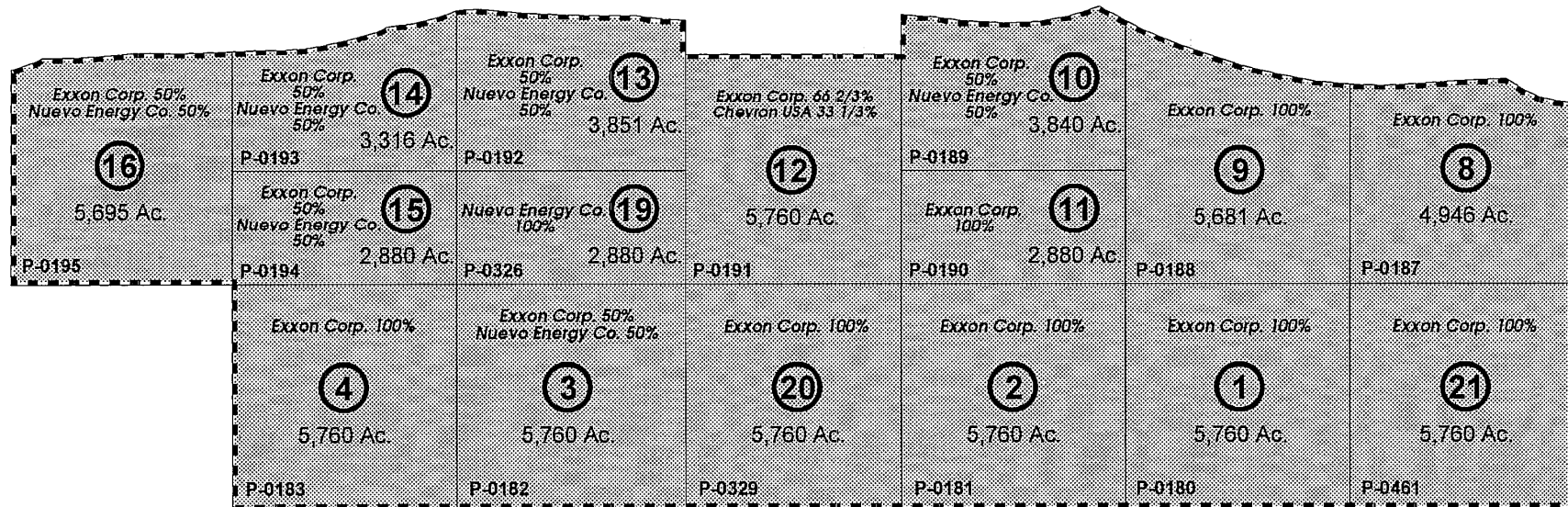
By 
Sue Ann Craddock
Vice President

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EXHIBIT "A"

SANTA YNEZ UNIT AGREEMENT

Outer Continental Shelf, California
Ownership of Oil and Gas Interests



REVISED DATE
MARCH 31, 1996

NUEVO
ENERGY COMPANY

REVISED
EXHIBIT "B"

SANTA YNEZ UNIT AGREEMENT

Outer Continental Shelf, California
Ownership of Oil and Gas Interests

<u>Tract Number</u>	<u>Description of Land</u>	<u>Number of Acres</u>	<u>Lease Serial Number</u>	<u>Basic Royalty Ownership</u>	<u>Lessee Interests</u>	<u>ORR and Net Profits</u>
1	Block 52N 74W	5760	OCS-P 0180	USA 16 2/3%	Exxon Corporation	100.00000%
2	Block 52N 75W	5760	OCS-P 0181	USA 16 2/3%	Exxon Corporation	100.00000%
3	Block 52N 77W	5760	OCS-P 0182	USA 16 2/3%	Exxon Corporation Nuevo Energy Company	50.00000% 50.00000%
4	Block 52N 78W	5760	OCS-P 0183	USA 16 2/3%	Exxon Corporation	100.00000%
5	Eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0184 on January 8, 1991.	N/A	OCS-P 0184	N/A	N/A	
6	Eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0185 on Febreuary 4, 1991.	N/A	OCS-P 0185	N/A	N/A	
7	Eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0186 on October 2, 1972.	N/A	OCS-P 0186	N/A	N/A	

<u>Tract Number</u>	<u>Description of Land</u>	<u>Number of Acres</u>	<u>Lease Serial Number</u>	<u>Basic Royalty Ownership</u>	<u>Lessee Interests</u>	<u>ORR and Net Profits</u>
8	Block 53N 73W All those portions lying seaward of a line 3 geographical miles distant from the coastline (as said coastline is defined in the Submerged Lands Act of 1953)	4946	OCS-P 0187	USA 16 2/3%	Exxon Corporation	100.00000%
9	Block 53N 74W; 54N 74W All those portions lying seaward of a line 3 geographical miles distant from the coastline (as said coastline is defined in the Submerged Lands Act of 1953)	5681	OCS-P 0188	USA 16 2/3%	Exxon Corporation	100.00000%
10	N/2 Block 53N 75W; Block 54N 75W - All those portions lying seaward of a line 3 geographical miles distant from the coastline (as said coastline is defined in the Submerged Lands Act of 1953)	3840	OCS-P 0189	USA 16 2/3%	Nuevo Energy Co. Exxon Corporation	50.00000% 50.00000%
11	S/2 Block 53N 75W	2880	OCS-P 0190	USA 16 2/3%	Exxon Corporation	100.00000%
12	Block 53N 76W	5760	OCS-P 0191	USA 16 2/3%	Chevron USA, Inc. Exxon Corporation	33.33333% 66.66667%

<u>Tract Number</u>	<u>Description of Land</u>	<u>Number of Acres</u>	<u>Lease Serial Number</u>	<u>Basic Royalty Ownership</u>	<u>Lessee Interests</u>		<u>ORR and Net Profits</u>
13	N/2 Block 53N 77W; Block 54N 77W - All those portions lying seaward of a line 3 geographical miles distant from the coastline (as said coastline is defined in the Submerged Lands Act of 1953)	3851	OCS-P 0192	USA 16 2/3%	Exxon Corporation Nuevo Energy Company	50.00000% 50.00000%	12.5% Nuevo
14	N/2 Block 53N 78W; Block 54N 78W - All those portions lying seaward of a line 3 geographical miles distant from the coastline (as said coastline is defined in the Submerged Lands Act of 1953)	3316	OCS-P 0193	USA 16 2/3%	Exxon Corporation Nuevo Energy Company	50.00000% 50.00000%	
15	S/2 Block 53N 78W	2880	OCS-P 0194	USA 16 2/3%	Exxon Corp. Nuevo Energy Company	50.00000% 50.00000%	
16	Blocks 53N 79W; 54N 79W - All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	5695	OCS-P 0195	USA 16 2/3%	Exxon Corporation Nuevo Energy Company	50.00000% 50.00000%	

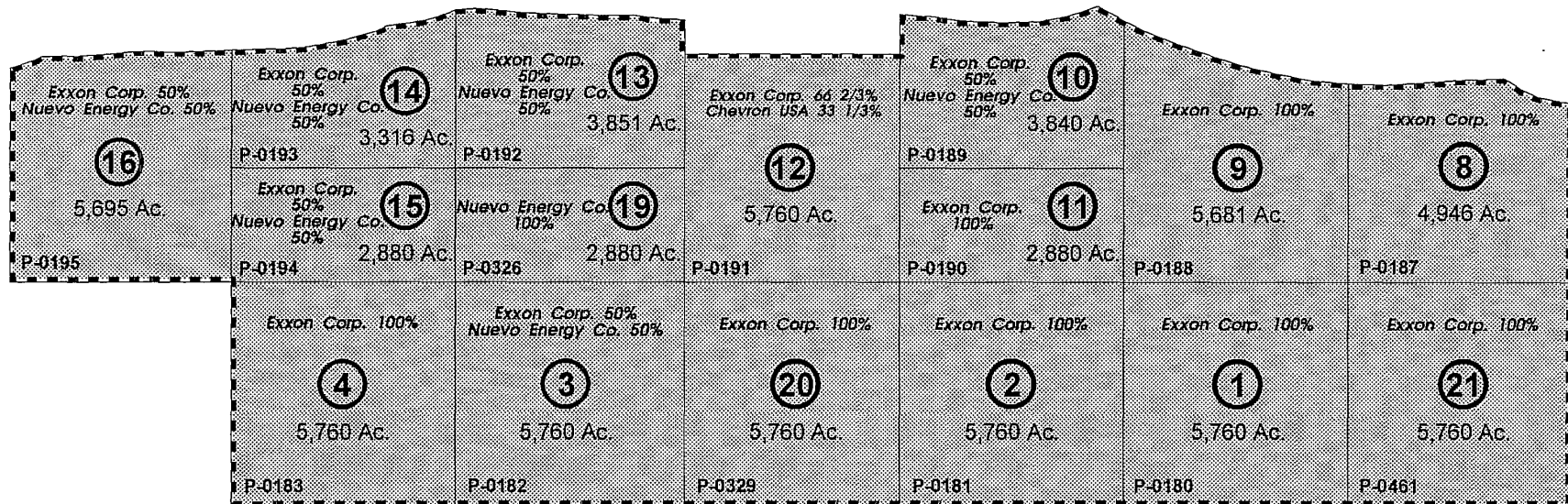
<u>Tract Number</u>	<u>Description of Land</u>	<u>Number of Acres</u>	<u>Lease Serial Number</u>	<u>Basic Royalty Ownership</u>	<u>Lessee Interests</u>	<u>ORR and Net Profits</u>
17	Eliminated from Unit as a result of relinquishment of lease no. OCS-P 0196 on January 8, 1991.	N/A	OCS-P 0196	N/A	N/A	
18	Eliminated from Unit as a result of relinquishment of lease no. OCS-P 0197 on January 8, 1991.	N/A	OCS-P 0197	N/A	N/A	
19	S/2 Block 53N 77W	2880	OCS-P 0326	USA Sliding Scale	Nuevo Energy Company	100.00000%
20	Block 52N 76W	5760	OCS-P 0329	USA Sliding Scale	Exxon Corporation	100.00000%
21	Block 52N 73W	<u>5760</u>	OCS-P 0461	USA 12 1/2 %	Exxon Corporation	100.00000%
TOTAL		76,289				

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EXHIBIT "A"

SANTA YNEZ UNIT OPERATING AGREEMENT

Outer Continental Shelf, California
Ownership of Oil and Gas Interests



----- Unit Boundary

① Tract Number

1 MILE

REVISED DATE
MARCH 31, 1996

NUEVO
ENERGY COMPANY

Exhibit B

REVISED
EXHIBIT "B"

SANTA YNEZ UNIT OPERATING AGREEMENT

Outer Continental Shelf, California
Ownership of Oil and Gas Interests

<u>Tract Number</u>	<u>Description of Land</u>	<u>Number of Acres</u>	<u>Lease Serial Number</u>	<u>Basic Royalty Ownership</u>	<u>Lessee Interests</u>	<u>ORR and Net Pr</u>
1	Block 52N 74W	5760	OCS-P 0180	USA 16 2/3%	Exxon Corporation	100.00000%
2	Block 52N 75W	5760	OCS-P 0181	USA 16 2/3%	Exxon Corporation	100.00000%
3	Block 52N 77W	5760	OCS-P 0182	USA 16 2/3%	Exxon Corporation Nuevo Energy Company	50.00000% 50.00000%
4	Block 52N 78W	5760	OCS-P 0183	USA 16 2/3%	Exxon Corporation	100.00000%
5	Eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0184 on January 8, 1991.	N/A	OCS-P 0184	N/A	N/A	
6	Eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0185 on February 4, 1991.	N/A	OCS-P 0185	N/A	N/A	
7	Eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0186 on October 2, 1972.	N/A	OCS-P 0186	N/A	N/A	

<u>Tract Number</u>	<u>Description of Land</u>	<u>Number of Acres</u>	<u>Lease Serial Number</u>	<u>Basic Royalty Ownership</u>	<u>Lessee Interests</u>	<u>ORR and Net Profits</u>
8	Block 53N 73W All those portions lying seaward of a line 3 geographical miles distant from the coastline (as said coastline is defined in the Submerged Lands Act of 1953)	4946	OCS-P 0187	USA 16 2/3%	Exxon Corporation	100.00000%
9	Block 53N 74W; 54N 74W All those portions lying seaward of a line 3 geographical miles distant from the coastline (as said coastline is defined in the Submerged Lands Act of 1953)	5681	OCS-P 0188	USA 16 2/3%	Exxon Corporation	100.00000%
10	N/2 Block 53N 75W; Block 54N 75W - All those portions lying seaward of a line 3 geographical miles distant from the coastline (as said coastline is defined in the Submerged Lands Act of 1953)	3840	OCS-P 0189	USA 16 2/3%	Nuevo Energy Co. Exxon Corporation	50.00000% 50.00000%
11	S/2 Block 53N 75W	2880	OCS-P 0190	USA 16 2/3%	Exxon Corporation	100.00000%
12	Block 53N 76W	5760	OCS-P 0191	USA 16 2/3%	Chevron USA, Inc. Exxon Corporation	33.33333% 66.66667%

<u>Tract Number</u>	<u>Description of Land</u>	<u>Number of Acres</u>	<u>Lease Serial Number</u>	<u>Basic Royalty Ownership</u>	<u>Lessee Interests</u>		<u>ORR and Net Profits</u>
13	N/2 Block 53N 77W; Block 54N 77W - All those portions lying seaward of a line 3 geographical miles distant from the coastline (as said coastline is defined in the Submerged Lands Act of 1953)	3851	OCS-P 0192	USA 16 2/3%	Exxon Corporation Nuevo Energy Company	50.00000% 50.00000%	12.5% Nuevo
14	N/2 Block 53N 78W; Block 54N 78W - All those portions lying seaward of a line 3 geographical miles distant from the coastline (as said coastline is defined in the Submerged Lands Act of 1953)	3316	OCS-P 0193	USA 16 2/3%	Exxon Corporation Nuevo Energy Company	50.00000% 50.00000%	
15	S/2 Block 53N 78W	2880	OCS-P 0194	USA 16 2/3%	Exxon Corp. Nuevo Energy Company	50.00000% 50.00000%	
16	Blocks 53N 79W; 54N 79W - All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	5695	OCS-P 0195	USA 16 2/3%	Exxon Corporation Nuevo Energy Company	50.00000% 50.00000%	

<u>Tract Number</u>	<u>Description of Land</u>	<u>Number of Acres</u>	<u>Lease Serial Number</u>	<u>Basic Royalty Ownership</u>	<u>Lessee Interests</u>	<u>ORR and Net Profits</u>
17	Eliminated from Unit as a result of relinquishment of lease no. OCS-P 0196 on January 8, 1991.	N/A	OCS-P 0196	N/A	N/A	
18	Eliminated from Unit as a result of relinquishment of lease no. OCS-P 0197 on January 8, 1991.	N/A	OCS-P 0197	N/A	N/A	
19	S/2 Block 53N 77W	2880	OCS-P 0326	USA Sliding Scale	Nuevo Energy Company	100.000000%
20	Block 52N 76W	5760	OCS-P 0329	USA Sliding Scale	Exxon Corporation	100.000000%
21	Block 52N 73W	<u>5760</u>	OCS-P 0461	USA 12 1/2 %	Exxon Corporation	100.000000%
TOTAL		76,289				

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Final Approval

7100

Ms. Peggy L. Carr
Staff Land Representative
ExxonMobil Production Company
U.S. East
P.O. Box 61707
New Orleans, Louisiana 70161-1707

RB, OPDR	MMS 3/27/03
C, PDRA	3/27/03 3/27/03
C, RRG	
KENNEDY	
JOHNSTON	
BLANCHET	
BRICKEY	
CREWRY	
HADDENHAM	
MAYERSON	
SHARON	MMS 3/27/03
VICTOR	
RB, CE	3/27/03 3/27/03
RB, CFO	
DB, CO	MMS 3/27/03
DB, SMO	

March 27, 2003

Re: Amendment No. 4
Santa Ynez Unit Agreement
Santa Ynez Unit
Contract Number 14-08-0001-8979
Offshore California

Dear Ms. Carr:

We received your letter dated March 11, 2003, requesting that the Minerals Management Service approve Amendment No. 4 to the Santa Ynez Unit Agreement. We approve your request as outlined below.

Exxon Mobil Corporation acquired 100% of the working interest ownership in the Santa Ynez Unit, which was approved by MMS on December 20, 2002. On January 20, 2003, MMS approved ExxonMobil's proposed tract allocation percentages for the Sacate Field, Participating Area II. Amendment No. 4 provides for the consolidation of Participating Areas IA, IB, II and III into one participating area and executes other administrative changes. According to Section 7 of the SYU Agreement, "any two or more participating areas so established may be combined into one, on approval of the Supervisor."

We have determined that approval of Amendment No. 4 to the Santa Ynez Unit Agreement is in the best interest of the government, and it will streamline the regulatory burden on Exxon Mobil Corporation. Pursuant to Section 7 of the SYU Agreement, MMS hereby approves Amendment No. 4 and Exhibits "A", "B" and "C" to the Santa Ynez Unit Agreement, as amended, to reflect the requested PA consolidation, effective April 1, 2003. Amendment No.4 will be attached to and made part of the Santa Ynez Unit Agreement.

Furthermore, government revenue from royalty payments to MMS will not be affected by consolidation now or in the future without proper justification and approval from MMS. The approved metering, measurement and allocation plan will not be affected by this change.

If you have any questions, please contact Mr. Allan Shareghi at (805) 389-7704 or via e-mail at Allan.Shareghi@mms.gov.

Sincerely,

A handwritten signature in black ink that reads "Maher A.H. Ibrahim". The signature is written in a cursive style with a horizontal line underneath the name.

Maher A.H. Ibrahim
Regional Supervisor
Office of Production, Development,
and Resource Evaluation

cc: MRM, Wendy Krebs

Enclosure

bcc: File ✓1703-02(a)(1)- Santa Ynez Unit-Gen. Corres. (w/copy)
1703-02(a)(1)- Santa Ynez Unit Agreement (w/orig)

RD
Chron
RS, OPDRE
RS, OEE
RS, OFO
DS, CAM
C, PDRAS (w/enclosure)
A.Shareghi (w/enclosure)
K.Piper (w/enclosure)

OPDRE:/EAS:word/hdata/mydocument/SYUAmend#4/3/11/03

ExxonMobil Production Company
U.S. East
P.O. Box 61707
New Orleans, Louisiana 70161-1707

March 11, 2003

ExxonMobil
Production

Amendment No. 4
Santa Ynez Unit Agreement
Channel Island Area
Offshore California

Minerals Management Service
Pacific OCS Region
770 Paseo Camarillo
Camarillo, California 93010

Attention: Mr. Maher A. H. Ibrahim
Regional Supervisor

Gentlemen:

Pursuant to discussions between Exxon Mobil Corporation and your office, ExxonMobil submits the attached Amendment No. 4 for your approval. Likewise attached is the schedule of interests per OCS lease number for tract allocations throughout the Santa Ynez Unit. This consolidation into one participating area will not affect current royalty calculations.

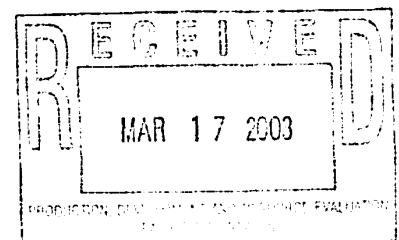
Please contact the undersigned if you have any questions.

Very truly yours,


Peggy L. Carr
Staff Land Representative
(504) 561-3322

Attachment

Ltr MMS Amend No 4



Page 1
Amendment No. 4

AMENDMENT NO. 4

**SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA**

This Amendment No. 4 to the Unit Agreement for the Exploration, Development and Production Operations on the Santa Ynez Unit Area, Channel Islands Area, Outer Continental Shelf, Offshore California approved November 12, 1970 (first amended effective October 1, 1982; subsequently amended effective June 20, 1988, with Amendments No. 2 and No. 3), hereinafter referred to as the "Santa Ynez Unit Agreement", by Exxon Mobil Corporation (individually and as successor in interest to non-operators ownership), now herein referred to as "ExxonMobil".

WITNESSETH:

WHEREAS, ExxonMobil (successor to Humble Oil & Refining Company), and others entered into that certain Santa Ynez Unit Agreement; and

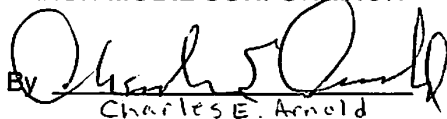
WHEREAS; ExxonMobil hereto desires to revise the Santa Ynez Unit Agreement to reflect the current interests under this agreement and provide for the consolidation and expansion of all participating areas within the Santa Ynez Unit.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto and other good and valuable consideration, the parties hereto agree as follows:

1. Exhibit "A" of the Santa Ynez Unit Agreement is hereby amended to reflect current ownership of the leases as shown on Exhibit "A", attached hereto and made a part thereof.
2. Exhibit "B" of the Santa Ynez Unit Agreement is hereby amended to reflect the present interests of ExxonMobil hereto as shown on Exhibit "B", attached hereto and made a part hereof.
3. Exhibit "C" of the Santa Ynez Unit Agreement is hereby amended to reflect that Participating Areas 1A, 1B, II and III are hereby consolidated into one participating area. The perimeter of the one participating area extends to the outer boundary of the Santa Ynez Unit. Moreover, the requirement of tract allocation revisions are deemed satisfied and no further adjustments will be made. Royalty payments will continue as constituted prior to the effective date of this amendment.
4. Except as amended herein, the Santa Ynez Unit Agreement remains in full force and effect.

IN WITNESS WHEREOF, ExxonMobil hereto has executed this Amendment No. 4 to the Santa Ynez Unit Agreement on the date written below but effective upon approval by the Secretary of the Interior or his duly authorized representative.

EXXON MOBIL CORPORATION

By 
Charles E. Arnold

Title Attorney in Fact

Date 3-11-03

Page 2
Amendment No. 4

APPROVAL

Pursuant to the authority vested in the Secretary of the Interior under the Outer Continental Shelf Lands Act, approved August 7, 1953, 67 Stat. 462, 43 U.S.C. 1331, et seq., as amended, and delegated to the Regional Director, Pacific OCS Region, Minerals Management Service, I do hereby approve this Amendment No. 4 to the Santa Ynez Unit Agreement to be effective as of the date written below.



Regional Director
Pacific OCS Region
Minerals Management Service

Date: 3/28/03
Contract No. 14-08-0001-8979

MC/Carr/SantaYnezUnitAgrAttA

EXHIBIT "B"

to

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, CALIFORNIA

SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

<u>Tract Number</u>	<u>Description of Land as Per Official Leasing Map Channel Islands Area Map No. 6A</u>	<u>Number of Acres</u>	<u>Serial Number of Lease</u>	<u>Expiration Date of Lease</u>	<u>Basic Royalty and Ownership Percentage</u>	<u>Lessee of Record and Working Interest Owner and Percentage</u>	<u>Overriding Royalty and Percentage</u>
1	Block 52N 74W	5760	OCS-P 0180	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
2	Block 52N 75W	5760	OCS-P 0181	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
3	Block 52N 77W	5760	OCS-P 0182	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
4	Block 52N 78W	5760	OCS-P 0183	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
8	Block 53N 73W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	4946	OCS-P 0187	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None

(Tract number 5 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0184 on January 8, 1991)

(Tract number 6 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0185 on February 4, 1991)

(Tract number 7 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0186 on October 2, 1972)

Revised 11/18/02

EXHIBIT "B"

to

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, CALIFORNIA

SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

<u>Tract Number</u>	<u>Description of Land as Per Official Leasing Map Channel Islands Area Map No. 6A</u>	<u>Number of Acres</u>	<u>Serial Number of Lease</u>	<u>Expiration Date of Lease</u>	<u>Basic Royalty and Ownership Percentage</u>	<u>Lessee of Record and Working Interest Owner and Percentage</u>	<u>Overriding Royalty and Percentage</u>
9	Blocks 53N 74W; 54N 74W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	5681	OCS-P 0188	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
10	N 1/2 Block 53N 75W; Block 54N 75W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	3840	OCS-P 0189	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
11	S 1/2 Block 53N 75W	2880	OCS-P 0190	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
12	Block 53N 76W	5760	OCS-P 0191	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None

EXHIBIT "B"

to

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, CALIFORNIA

SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

<u>Tract Number</u>	<u>Description of Land as Per Official Leasing Map Channel Islands Area Map No. 6A</u>	<u>Number of Acres</u>	<u>Serial Number of Lease</u>	<u>Expiration Date of Lease</u>	<u>Basic Royalty and Ownership Percentage</u>	<u>Lessee of Record and Working Interest Owner and Percentage</u>	<u>Overriding Royalty and Percentage</u>
13	N 1/2 Block 53N 77W; Block 54N 77W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	3851	OCS-P 0192	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
14	N 1/2 Block 53N 78W; Block 54N 78W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	3316	OCS-P 0193	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
15	S 1/2 Block 53N 78W	2880	OCS-P 0194	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None

EXHIBIT "B"

to

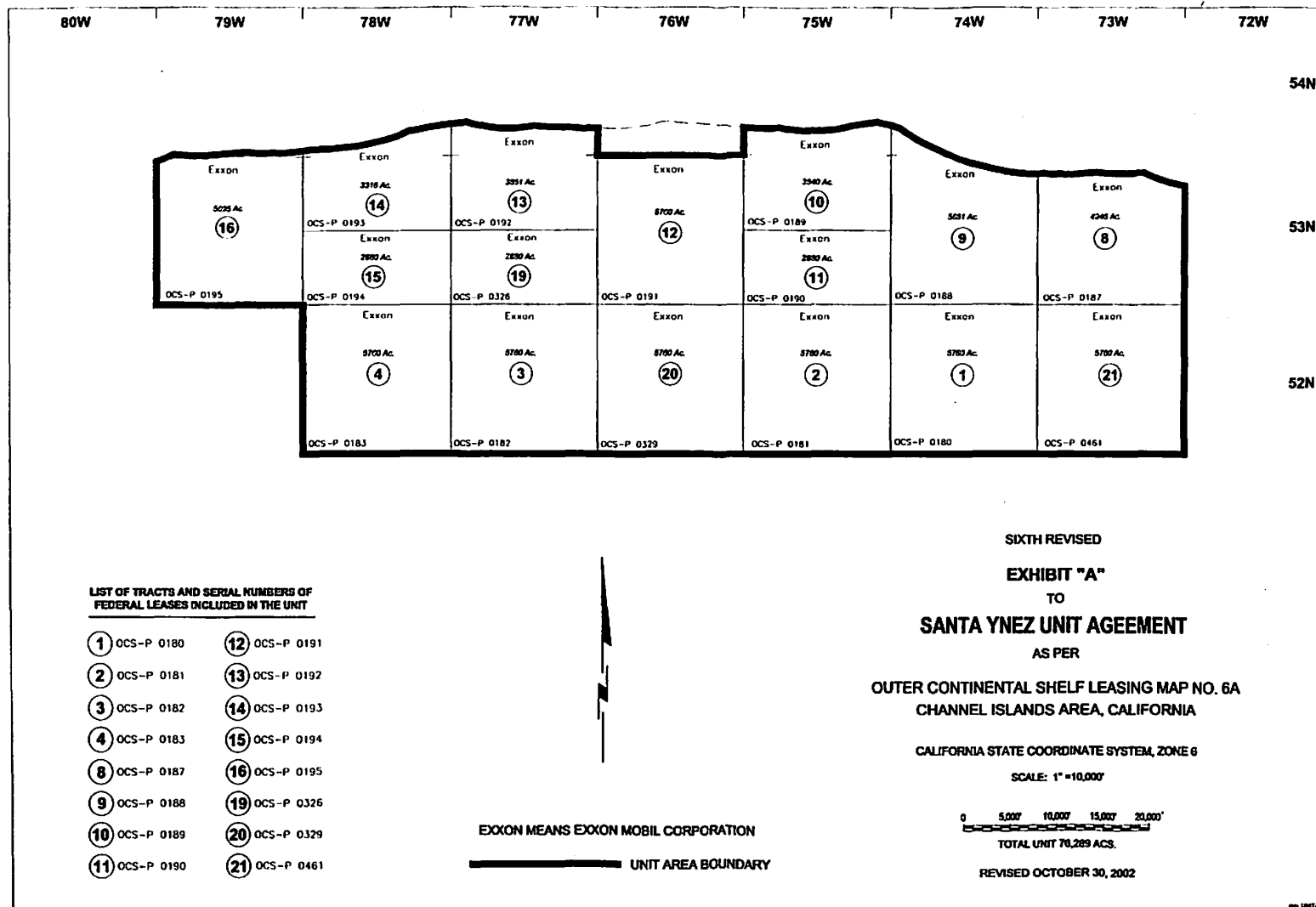
SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, CALIFORNIA

SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

<u>Tract Number</u>	<u>Description of Land as Per Official Leasing Map Channel Islands Area Map No. 6A</u>	<u>Number of Acres</u>	<u>Serial Number of Lease</u>	<u>Expiration Date of Lease</u>	<u>Basic Royalty and Ownership Percentage</u>	<u>Lessee of Record and Working Interest Owner and Percentage</u>	<u>Overriding Royalty and Percentage</u>
16	Blocks 53N 79W; 54N 79W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	5695	OCS-P 0195	HBU	USA 16 2/3%	Exxon Mobil Corporation 100%	None
19	S 1/2 Block 53N 77W	2880	OCS-P 0326	HBU	USA- Sliding Scale	Exxon Mobil Corporation 100%	None
20	Block 52N 76W	5760	OCS-P 0329	HBU	USA- Sliding Scale	Exxon Mobil Corporation 100%	None
21	Block 52N 73W	5760	OCS-P 0461	HBU	USA 12 1/2%	Exxon Mobil Corporation 100%	None

Totals: Federal Lands 76,289 acres
Other Lands None

(Tract numbers 17 and 18 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0196 and OCS-P 0197,
respectively, on January 8, 1991)





United States Department of the Interior

BUREAU OF SAFETY AND ENVIRONMENTAL ENFORCEMENT

Pacific OCS Region
760 Paseo Camarillo, Suite 102
Camarillo, CA 93010-6064

05/22/2024

J. Caldwell Flores
President
Sable Offshore Corp.
845 Texas Avenue, Suite 2920
Houston, Texas 77002

Re: Amendment No. 5, Santa Ynez Unit, Offshore California

Dear Mr. Flores:

The Bureau of Safety and Environment Enforcement (BSEE) approved Sable Offshore Corp. (Sable) as the successor Unit Operator for the Santa Ynez Unit on May 22, 2024. The supporting documentation dated May 22, 2024 included Amendment No. 5 to the Santa Ynez Unit Agreement.

Pursuant to Section 7 of the Santa Ynez Unit, BSEE hereby approves Amendment No. 5, Exhibits "A" and "B" (attached) to the Santa Ynez Agreement, as amended to reflect the current lease plat, component leases and ownership interest. Amendment No. 5 will be attached to and made part of the Santa Ynez Unit Agreement.

If you have any questions, please contact Mr. Nathan Sinkula at (805) 384-6366.

Sincerely,

**ROBERT
KURTZ**

Digitally signed by
ROBERT KURTZ
Date: 2024.05.22
19:02:07 -07'00'

Bobby Kurtz, Regional Supervisor
Office of Production and Development

AMENDMENT NO. 5

SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, OFFSHORE CALIFORNIA

This Amendment No. 5 to the Unit Agreement for the Exploration, Development and Production Operations on the Santa Ynez Unit Area, Channel Islands Area, Outer Continental Shelf, Offshore California approved November 12, 1970 (first amended effective October 1, 1982; subsequently amended effective June 20, 1988 with Amendments No. 2 and No. 3; and subsequently amended effective March 28, 2003) hereinafter referred to as the "Santa Ynez Unit Agreement".

WHEREAS, Exxon Mobil Corporation (hereinafter "Exxon") and others entered into the Santa Ynez Unit Agreement;

WHEREAS, Exxon held all of the oil and gas interests in the unit area subject to the Santa Ynez Unit Agreement;

WHEREAS, Exxon recently transferred to Sable Offshore Corp. (hereinafter "Sable") all of Exxon's right, title and interest within the Santa Ynez Unit Area via Assignments of Record Title Interest in Federal OCS Oil and Gas Lease all dated February 14, 2024, and which cover the following leases: OCS-P 0180, OCS-P 0181, OCS-P 0182, OCS-P 0183, OCS-P 0187, OCS-P 0188, OCS-P 0189, OCS-P 0190, OCS-P 0191, OCS-P 0192, OCS-P 0193, OCS-P 0194, OCS-P 0195, OCS-P 0326, OCS-P 0329 and OCS-P 0461 (collectively, the "Santa Ynez Unit Leases");

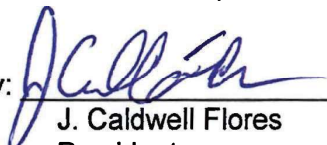
WHEREAS, Sable desires to revise the Santa Ynez Unit Agreement to reflect the current interests under the agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto and other good and valuable consideration, the parties hereto agree as follows:

1. Exhibit "A" of the Santa Ynez Unit Agreement is hereby amended to reflect current ownership of the leases as shown on Exhibit "A" attached hereto and made a part hereof.
2. Exhibit "B" of the Santa Ynez Unit Agreement is hereby amended to reflect the present interests of Sable as shown on Exhibit "B" attached hereto and made a part hereof.
3. Except as amended herein, the Santa Ynez Unit Agreement remains in full force and effect.

IN WITNESS WHEREOF, Sable hereto has executed this Amendment No. 5 to the Santa Ynez Unit Agreement on the date written below but effective upon approval by the Secretary of the Interior or his duly authorized representative.

Sable Offshore Corp.

By: 
J. Caldwell Flores
President
Date: May 22, 2024

APPROVAL

Pursuant to the authority vested in the Secretary of the Interior under the Outer Continental Shelf Lands Act, approved August 7, 1953, 67 Stat. 462, 43 U.S.C. 1331, et seq., as amended, and delegated to the Regional Supervisor, Office of Production and Development, Pacific OCS Region, Bureau of Safety and Environmental Enforcement, I do hereby approve this Amendment No. 5 to the Santa Ynez Unit Agreement to be effective as of the date written below.

ROBERT KURTZ

Digitally signed by ROBERT
KURTZ
Date: 2024.05.22 17:40:18
-07'00'

Regional Supervisor
Office of Production and Development
Pacific OCS Region
Bureau of Safety and Environmental Enforcement

Date: May 22, 2024

Contract No. 14-08-0001-8979

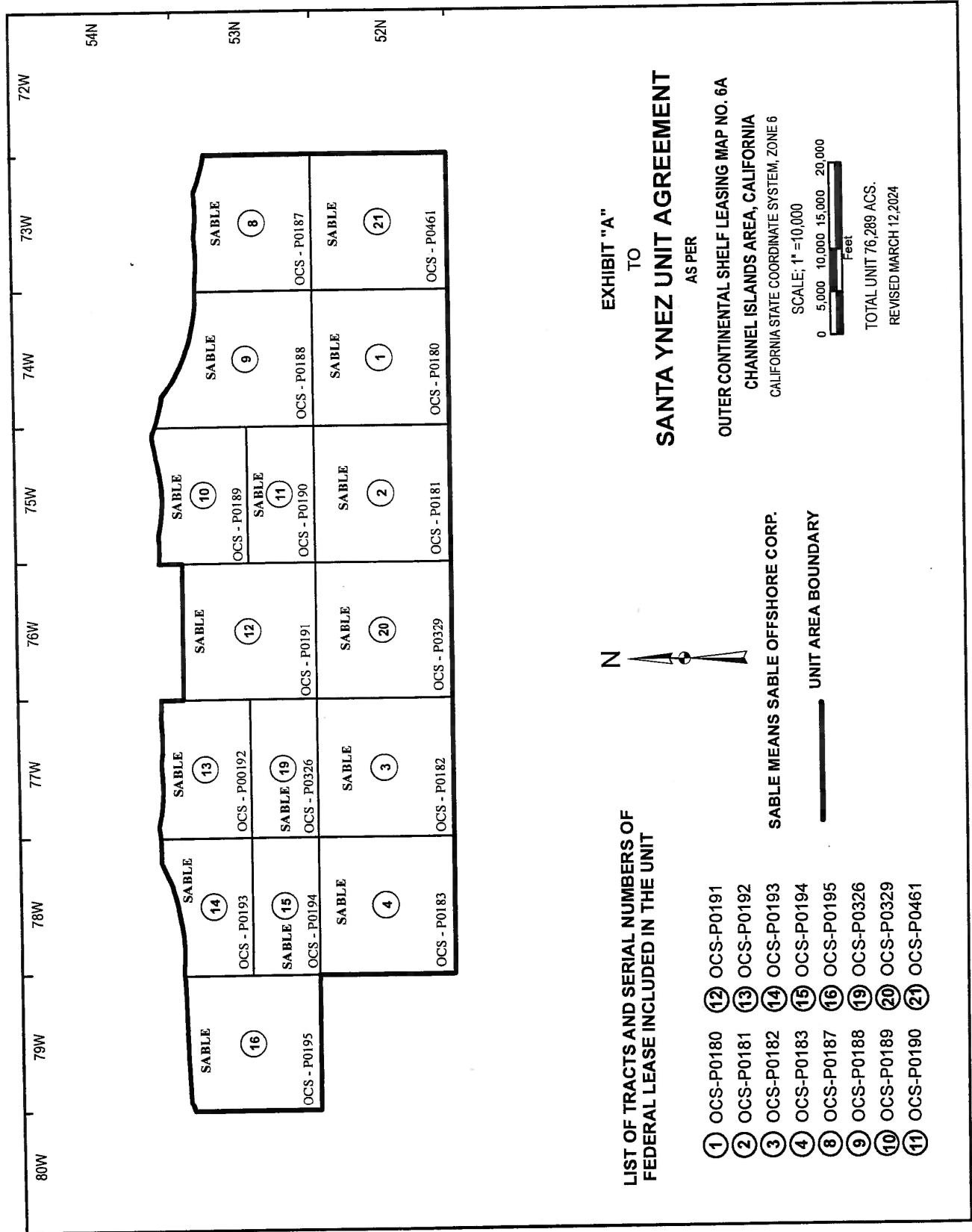


EXHIBIT "B"

to

**SANTA YNEZ UNIT AGREEMENT
CHANNEL ISLANDS AREA
OUTER CONTINENTAL SHELF, CALIFORNIA**

SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

<u>Tract Number</u>	<u>Description of Land as Per Official Leasing Map Channel Island Area Map No. 6A</u>	<u>Number of Acres</u>	<u>Serial Number of Lease</u>	<u>Expiration Date of Lease</u>	<u>Basic Royalty and Ownership Percentage</u>	<u>Lessee of Record and Working Interest Owner and Percentage</u>	<u>Overriding Royalty and Percentage</u>
1	Block 52N 74W	5760	OCS-P 0180	HBUS	USA 16 2/3%	Sable Offshore Corp. 100%	None
2	Block 52N 75W	5760	OCS-P 0181	HBUS	USA 16 2/3%	Sable Offshore Corp. 100%	None
3	Block 52N 77W	5760	OCS-P 0182	HBUS	USA 16 2/3%	Sable Offshore Corp. 100%	None
4	Block 52N 78W	5760	OCS-P 0183	HBUS	USA 16 2/3%	Sable Offshore Corp. 100%	None
8	Block 52N 73W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	4946	OCS-P 0187	HBUS	USA 16 2/3%	Sable Offshore Corp. 100%	None

(Tract number 5 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0184 on January 8, 1992)

(Tract number 6 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0185 on February 4, 1991)

(Tract number 7 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0186 on January 8, 1992)

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SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

Tract Number	Description of Land as Per Official Leasing Map Channel Island Area Map No. 6A	Number of Acres	Serial Number of Lease	Expiration Date of Lease	Basic Royalty and Ownership Percentage	Lessee of Record and Working Interest Owner and Percentage	Overriding Royalty and Percentage
9	Blocks 53N 74W; 54N 74W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	5681	OCS-P 0188	HBU	USA 16 2/3%	Sable Offshore Corp. 100%	None
10	N 1/2 Block 53N 75W; Block 54N 74W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	3840	OCS-P 0189	HBU	USA 16 2/3%	Sable Offshore Corp. 100%	None
11	S 1/2 Block 53N 75W	2880	OCS-P 0190	HBU	USA 16 2/3%	Sable Offshore Corp. 100%	None
12	Block 53N 76W	5760	OCS-P 0191	HBU	USA 16 2/3%	Sable Offshore Corp. 100%	None

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Tract Number	Description of Land as Per Official Leasing Map Channel Island Area Map No. 6A	Number of Acres	Serial Number of Lease	Expiration Date of Lease	Basic Royalty and Ownership Percentage	Lessee of Record and Working Interest Owner and Percentage	Overriding Royalty and Percentage
13	N 1/2 Block 53N 77W; Block 54N 77W All of those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	3851	OCS-P 0192	HBU	USA 16 2/3%	Sable Offshore Corp. 100%	None
14	N 1/2 Block 53N 78W; Block 54N 78W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	3316	OCS-P 0193	HBU	USA 16 2/3%	Sable Offshore Corp. 100%	None
15	S 1/2 Block 53N 78W	2280	OCS-P 0194	HBU	USA 16 2/3%	Sable Offshore Corp. 100%	None

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SCHEDULE SHOWING OWNERSHIP OF OIL AND GAS INTERESTS

Tract Number	Description of Land as Per Official Leasing Map Channel Island Area Map No. 6A	Number of Acres	Serial Number of Lease	Expiration Date of Lease	Basic Royalty and Ownership Percentage	Lessee of Record and Working Interest Owner and Percentage	Overriding Royalty and Percentage
16	Blocks 53N 79W; 54N 79W All those portions lying seaward of a line 3 geographical miles distant from the coastline of California (as said coastline is defined in the Submerged Lands Act of 1953)	5695	OCS-P 0195	HBU	USA 16 2/3%	Sable Offshore Corp. 100%	None
19	S 1/2 Block 53N 77W	2880	OCS-P 0326	HBU	USA 16 2/3%	Sable Offshore Corp. 100%	None
20	Block 52N 76W	5760	OCS-P 0329	HBU	USA 16 2/3%	Sable Offshore Corp. 100%	None
21	Block 52N 73W	5760	OCS-P 0461	HBU	USA 12 1/2%	Sable Offshore Corp. 100%	None
Totals: Federal Lands		76,289 acres					
Other Lands		None					

(Tract numbers 17 and 18 eliminated from Unit as a result of relinquishment of Lease No. OCS-P 0196 and OCS-G 197, respectively, on January 8, 1991)